



**REQUEST FOR PROPOSAL/LIMITED TENDER ENQUIRY  
FOR  
Engaging Competent Resources from Bank Empanelment of Category-I IT  
Companies for Providing Niche Technology Resources  
for Implementation and Support of Centralized DevSecOps Platform**

**Ref: SBI/GITC/Platform Engineering-III/2024/2025/1249**

**Dated: 03.12.2024**

**State Bank Global IT Centre  
Platform Engineering - III Department  
'A'- Wing, 1<sup>st</sup> Floor.  
Sector 11, CBD Belapur  
Navi Mumbai 400614  
INDIA**

Request For Proposal/Limited Tender Enquiry for Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for Providing Niche Technology Resources for Implementation and Support of Centralized DevSecOps Platform



**Schedule of Events**

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	<p>Name: Jayasree P Designation: DGM (Platform Engineering - III) E-mail ID: <a href="mailto:dgmit.pe3@sbi.co.in">dgmit.pe3@sbi.co.in</a></p> <p>Name: Sudhakar S Designation: CM (ROC) E-mail ID: <a href="mailto:sudhakars@sbi.co.in">sudhakars@sbi.co.in</a> Contact: 9929918678</p> <p>Name: M Selvaraj Designation: CM (PE-III) E-mail ID: <a href="mailto:admin.pe3@sbi.co.in">admin.pe3@sbi.co.in</a></p> <p>Contact Address: PE-III Dept. First Floor, A-Wing, State Bank Global IT Centre, Sector-11, CBD Belapur, Navi Mumbai – 400614. Contact Number: 022-27537734</p>
2	Bid Document Availability including changes/amendments, if any to be issued	<p>RFP will be published on <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a> portal. It is clarified that unsolicited bids will not be considered by the Bank.</p>
3	Last date for requesting clarification	<p>13.12.2024 till 17:00 Hrs</p> <p>All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.</p>
4	Pre - bid Meeting at (venue)	At 03.00 P.M. on 17.12.2024 at PE-III, GITC, Belapur CBD, Navi Mumbai
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	18.12.2024

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6	Last date and time for Bid submission	<b>Up to 15:00 Hrs. on 23.12.2024</b>	
7	Address for submission of Bids (Online submission)	Etender Portal: <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a>	
8	Date and Time of opening of Technical Bids	<b>17:00 Hrs. on 23.12.2024</b>  Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.	
9	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
10	Earnest Money Deposit	Rs. 50,00,000/- Amount should be deposited in 1. Account Name: Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- NEFT and RTGS only. 2. Account Name: System Suspense Branch Parking A/C Account: No. 37608352111 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Mode of Transaction- intra-bank transfer (SBI to SBI only)  <b>Or</b> EMD should be in the form of a bank guarantee. EMD shall be valid up to 180 days from bid submission date.	
11	Bank Guarantee	5% of the Project Cost	Performance Security in form of BG should be valid for five year(s) and three months from the

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			effective date of the Contract.
12	Contact details of e-Procurement agency appointed for e-procurement	<b>e-Procurement Technologies LTD</b> E-mail ID: roshni.k@eptl.in etender.support@sbi.co.in nandan.v@eptl.in  Phone Numbers: Roshni Kushva +91 9510813197 +91 6352631766	



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## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or ‘**SBG**’ hereinafter). This Request for Proposal/Limited Tender Enquiry (hereinafter referred to as “**RFP/LTE**”) has been issued by **the Bank** on behalf of **SBG** for procurement to invite bids from the Empaneled Vendors with the Bank as per the **REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 (hereinafter referred to as “EOI”)**. Unless stated otherwise under this RFP, all other terms and conditions of the EOI and Agreement executed in pursuant to the EOI will be applicable for this RFP.
- ii. In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in Appendix-E of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Appendix-B of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria

and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

## **2. DISCLAIMER:**

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



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

### 3. DEFINITIONS:

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the EOI and Agreement executed in pursuant to the same.:

- 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. **“Empanelled Vendor/Bidder”** is an entity/ firm who has been empaneled with the Bank in pursuant to Request for EOI -RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank. However, the “resource level per man month” cost will be proportionate to the “resource level per man month “ cost provided by the bidder in indicative price bid (Appendix-F) which will be the basis for raising the invoice and making the payments to the L1 bidder.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance,

training, certifications, auditing and other obligation of Service Provider covered under this RFP.

- viii. “EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this RFP shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.
- ix. “Purchase Order Value” shall mean the total price agreed to be paid to Service Provider under the respective Purchase Order, which may be issued by the Bank time to time, based on its actual requirements for providing resources on T&M / Project /Fixed Cost basis or otherwise.

#### 4. SCOPE OF WORK:

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

Unless otherwise stated under this RFP, all other terms and conditions of the EOI will be applicable for this RFP.

#### 5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-N** 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.
- iii. Skill set and Experience requirements of resources is mentioned in **Appendix-P**

#### 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. 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.

## **8. EARNEST MONEY DEPOSIT (EMD):**

Rs.50,00,000/-

Amount should be deposited in

**A/c No:** 4897932113433

**IFSC:** SBIN0011343

**Account Name:** Subsidy Inward Remittance

Mode: NEFT and RTGS only

**Or**

EMD should be in the form of a bank guarantee. EMD shall be valid upto 180 days from bid submission date.

Bidder should deposit EMD and Tender Fee separately.

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.

*Or*

The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-O**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-
  - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or



- (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
  - (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
  - (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a

reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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

#### **10. BID PREPARATION AND SUBMISSION:**

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for providing Niche Technology Resources for implementation and support of Centralized DevSecOps Platform** (Refer **Appendix-Q**) in response to the **RFP No. SBI/GITC/Platform Engineering-III/2024/2025/1249** dated **03.12.2024**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
  - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
  - (c) Proof of remittance of EMD and Tender Fee as specified in this document.

*Or*

Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11 "*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause (ii).

- (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
  - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
  - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
  - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
  - (h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11 "*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause (ii).
  - (i) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.
- ii. **Indicative Price Bid** for providing of **Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for providing Niche Technology Resources for implementation and support of Centralized DevSecOps Platform** (Refer **Appendix-Q**) in response to the **RFP No. SBI/GITC/Platform Engineering-III/2024/2025/1249** dated **03.12.2024**. should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note:
- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
  - (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
  - (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.



- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

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



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

## **12. MODIFICATION AND WITHDRAWAL OF BIDS:**

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

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

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6

calendar months from the date of conclusion of RA.

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

#### **14. BID INTEGRITY:**

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

#### **15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required

formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the 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, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.
- ii. 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 INDICATIVE PRICE BIDS AND FINALIZATION:**

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.

- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. 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 indicative price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

## **19. AWARD CRITERIA AND AWARD OF CONTRACT:**

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

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

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

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

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

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

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

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

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

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

ii. **Verification of local content**

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

iii. Total cost of Services along with cost of all items specified in **Appendix-F** would



be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.

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

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

Applicable as defined under EOI



## **21. WAIVER OF RIGHTS:**

Applicable as defined under EOI

## **22. CONTRACT AMENDMENT:**

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

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

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

## **24. BANK GUARANTEE:**

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

## **25. SERVICES**

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. 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.



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

**26. PENALTIES:**

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

**27. RIGHT TO VERIFICATION:**

Applicable as defined under EOI

**28. RIGHT TO AUDIT:**

Applicable as defined under EOI

**29. SUBCONTRACTING:**

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

**30. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of 5 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

**31. LIMITATION OF LIABILITY:**

Applicable as defined under EOI

**32. CONFIDENTIALITY:**

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

**33. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

Applicable as defined under EOI

**34. SERVICE PROVIDER'S OBLIGATIONS:**

- i. Service Provider is responsible for and obliged to conduct all contracted activities

in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-K** of this RFP.
- vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- vii. The Service Provider shall execute Data Processing Agreement on the format attached as **Annexure-G of Appendix-J (SLA)** to this RFP.

### **35. TECHNICAL DOCUMENTATION: (DELETE, WHICHEVER IS NOT APPLICABLE)**

- i. Service Provider shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- ii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-

mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

**36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

Applicable as defined under EOI.

**37. LIQUIDATED DAMAGES:**

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

**38. CONFLICT OF INTEREST:**

Applicable as defined under EOI

**39. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

Applicable as defined under EOI

**40. TERMINATION FOR DEFAULT:**

Applicable as defined under EOI

**41. FORCE MAJEURE:**

Applicable as defined under EOI

**42. TERMINATION FOR INSOLVENCY:**

Applicable as defined under EOI

**43. TERMINATION FOR CONVENIENCE:**

Applicable as defined under EOI

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

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

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

The governing language shall be English.

#### **46. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

#### **47. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted.. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix- F**).

- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F** .
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
- (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
  - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.

(c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.

vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### **48. TAX DEDUCTION AT SOURCE:**

Applicable as defined under EOI.

#### **49. 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.

#### **50. EXEMPTION OF EMD AND TENDER FEE:**

As the RFP is among the Empanelled Bidders through EOI, exemption from payment of EMD is not provided under this RFP.

#### **51. NOTICES:**

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

Request For Proposal/Limited Tender Enquiry for  
Engaging Competent Resources from Bank  
Empanelment of Category-I IT Companies for  
Providing Niche Technology Resources for  
Implementation and Support of Centralized  
DevSecOps Platform



## **Part-II**



**Appendix-A**

**BID FORM (TECHNICAL BID)**

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

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

To:  
< Address of tendering office >

Dear Sir,

**Ref: RFP No. : SBI/GITC/Platform Engineering-III/2024/2025/1249 dated 03/12/2024**

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to 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:
- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.



- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.

- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

Request For Proposal/Limited Tender Enquiry for  
Engaging Competent Resources from Bank  
Empanelment of Category-I IT Companies for  
Providing Niche Technology Resources for  
Implementation and Support of Centralized  
DevSecOps Platform



xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

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

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

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

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

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

**Appendix-B**

**Bidder's Eligibility Criteria**

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

| Sr. No. | Eligibility Criteria                                                                                                                                                                                                                                                     | Yes/No | Documents to be submitted                                                                                                                                       |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | The Bidder should be the Empaneled Bidder under the Category - I pursuant to the EOI.                                                                                                                                                                                    |        | Copy of the Empanelment Letter issued by the Bank to be provided.                                                                                               |
| 2.      | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |        | Bidder should specifically certify in Appendix A in this regard and provide copy of registration certificate issued by competent authority wherever applicable. |
| 3.      | The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                                    |        | Certificate of local content to be submitted as per Appendix-G.                                                                                                 |
| 4.      | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 02 client references are required)                    |        | Bidder should specifically confirm on their letter head in this regard as per Appendix-M                                                                        |
| 5.      | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India and in existence for the last 5 years.                                                                                                                              |        | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of                     |



|    |                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                                                                                                                                                                                               |  | Association/<br>Partnership Deed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                         |  | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 7. | 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 Appendix A in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 8. | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center                                                                                                                                                                             |  | Bidder should specifically certify in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|     |                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                            |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------|
|     | and level 3 escalation (highest) located in India.<br>For OEMs, directly participating, the conditions mentioned above for support center remain applicable.                                                                                                                                                                                                    |  | Appendix A 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 Appendix A in this regard.                                                           |
| 10. | The bidder individually, and not as a group company must have an average turnover of a minimum of Rs. 100 Cr during the last 3 financial years as per the balance sheet (audited) available at the time of bid submission. In case the audited financials for any years are not available, the provisional balance sheet must be submitted                      |  | Copy of the audited balance sheet                                                                                          |
| 11. | Bidder should have reported net profit in 2 years out of last three financial year (2021-22, 2022-23 and 2023-24)                                                                                                                                                                                                                                               |  | Copy of the audited balance sheet.                                                                                         |
| 12. |                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                            |
| 13. | The bidder must have experience of implementing end to end enterprise wide DevSecOps platform and support mandatorily in banking industry, and at least 2 of the following domains - Non-Banking Financial Company (NBFC)/ Payment industries/IT MNCs across the last 5 years (FY 2019 to FY 2024). (Experience within own organisation will not be considered) |  | Supporting documents should be Purchase / Work Orders, letters from clients on their letter head, contacts of clients etc. |
| 14. | The Bidder should have a pool of full time minimum 50 professionals having experience on implementing DevSecOps solutions and providing post implementation support.                                                                                                                                                                                            |  | Self-Certification                                                                                                         |
|     | The Bidder should not have been blacklisted / debarred by any Government / Government                                                                                                                                                                                                                                                                           |  | Self-Certification                                                                                                         |

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|  |                                                                                                                  |  |  |
|--|------------------------------------------------------------------------------------------------------------------|--|--|
|  | Organisation / PSU / PSB / IBA / RBI / SEBI / Regulatory bodies for implementing centralized DevSecOps platform. |  |  |
|--|------------------------------------------------------------------------------------------------------------------|--|--|

**The above-mentioned criteria are mandatory in nature. The bidders should qualify all the above-mentioned eligibility criteria for being eligible to submit the bid which will later be evaluated as per the technical eligibility criteria mentioned in the RFP.**

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

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-C**

**Technical – Eligibility Parameter**

| <b>SL No.</b> | <b>Activities related to implementation of Centralized End-to-end DevSecOps platform (All are mandatory requirements)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Yes / No</b> | <b>Details required in Annexure as per C1 to C4</b>           |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------|
| <b>1</b>      | <p>Indian/Global distinct clients' assignments handled in implementing centralized End-to-end DevSecOps platform during the last five years (FY-2019-2024).</p> <p>Please Note:</p> <ul style="list-style-type: none"> <li>Supporting documents for above should be Purchase / Work Orders, letters from clients on their letter head, contacts of clients etc.</li> <li>Only such assignments should be described in above table which are directly related to Scope of Work of this RFP and in implementing centralized DevSecOps platform.</li> </ul> | <b>Yes / No</b> | <b>C1</b>                                                     |
| <b>2</b>      | <p>The bidder must have minimum 5 references, with at least 2 being in the BFSI industry in the last 2 years. DevSecOps solutions or similar services should have been implemented at the referenced clients by the bidder without any sub-contracting.</p>                                                                                                                                                                                                                                                                                              | <b>Yes / No</b> | <b>Copy of purchase order/reference letter to be enclosed</b> |
| <b>3</b>      | <p>The bidder must have permanent resources, at least 50 DevSecOps certified, with experience across all the tools selected by the bank. The bidder will be required to share the mapping of resources and their competencies with the bank.</p>                                                                                                                                                                                                                                                                                                         | <b>Yes / No</b> | <b>Self-certificate to be provided</b>                        |
| <b>4</b>      | <p>Skilled DevSecOps resources currently available in India/globally.<br/>Certifications: As mentioned in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Yes / No</b> | <b>C2</b>                                                     |



| <b>Appendix-P</b> |                                                                                                                                                                                                                                                                                                                                                                 |                |           |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|
| <b>5</b>          | The bidder must have experience of implementing end to end enterprise wide DevSecOps platform and support mandatorily in banking industry, and at least 2 of the following domains - Non-Banking Financial Company (NBFC)/ Payment industries/IT MNCs across the last 5 years (FY 2019 to FY 2024). (Experience within own organisation will not be considered) | Yes /<br>No    | <b>C3</b> |
| <b>6</b>          | Detailed presentation on capabilities, Program Management on implementing DevSecOps platform and post implementation support (Team and resource Management, Documentation, Turnaround time/ Escalations/ Reporting/support etc) (Presentation from all the bidders on the above program management)                                                             | Yes /<br>No    | <b>C4</b> |
| <b>7</b>          | Client Call/ Client Visit                                                                                                                                                                                                                                                                                                                                       | <b>Yes/ No</b> | <b>NA</b> |

Bidders should fill in their credentials in the technical eligibility sheet and share with the Bank as a part of technical bid. Bidders to note that, eligibility will be based on the credentials filled in by the bidders shall not be final and binding on the Bank. The Bank's decision on shortlisting of bidders as a part of technical eligibility thereof shall be final. Bidders will be shortlisted on the basis of fulfilment of all the criteria as desired by the Bank based on technical eligibility.

Post engagement, the allocation / distribution of activities / assignments will be solely at the discretion of the Bank. The Bank will assign the services to the authorised person of the successful bidders who will manage the whole. The Bank reserves the right to accept the bids or opt for negotiation and offer the rates or cancel the entire RFP process.

Bidders will be shortlisted on the basis of fulfilment of all the criteria desired by the Bank based on technical eligibility and presentation at the discretion of the Bank.

Bidder must comply with each technical eligibility criteria.

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Bidders found unqualified will not be considered for further evaluation/reverse auction.

**# Bidders to provide required details as per Annexure C1 to C4 for Sl.No.1 to 5 above. However, Bank reserves right to evaluate the performance periodically i.e., Monthly/quarterly/Yearly.**

**# Bidders to provide required details as per Annexure C1 to C4 for Sl.No.1 to 5 above.**

**Signature and Seal of Company**

Request For Proposal/Limited Tender Enquiry for Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for Providing Niche Technology Resources for Implementation and Support of Centralized DevSecOps Platform



## Annexure C1

### Assignments handled by the organization

(Assignments handled in implementation of centralized DevSecOps platform during the last five years (FY-2019-2024)).

(Assignments handled of minimum 5 distinct clients in implementation of centralized DevSecOps platform (In Public Sector Bank / Private Sector Bank / Global Bank) during the last five years(FY-2019-2024).) Among these 5 distinct clients minimum 2 clients should be from Indian Public sector/Private Bank.

A1. Assignments:

| <u>Sl No.</u> | <u>Assignments handled (Last 5 years)- FY 2019-2020,2020-21,2021-22 ,2022-23 and 2023-24</u> | <u>Name of the Client</u> | <u>Nature of work/Job allocated</u> | <u>Date of the Purchase order/work order</u> |
|---------------|----------------------------------------------------------------------------------------------|---------------------------|-------------------------------------|----------------------------------------------|
| 1             |                                                                                              |                           |                                     |                                              |
| 2             |                                                                                              |                           |                                     |                                              |
| 3             |                                                                                              |                           |                                     |                                              |
| 4             |                                                                                              |                           |                                     |                                              |
| 5             |                                                                                              |                           |                                     |                                              |
| 6             |                                                                                              |                           |                                     |                                              |
| 7             |                                                                                              |                           |                                     |                                              |
| 8             |                                                                                              |                           |                                     |                                              |
| 9             |                                                                                              |                           |                                     |                                              |
| 10            |                                                                                              |                           |                                     |                                              |

Please Note:

• Supporting documents for above should be Purchase / Work Orders, letters from clients on their letter head, contacts of clients etc.

Public Sector Bank / Private Sector Bank / Global Bank -The Banks should have more than 250 branches.

Signature

Seal of Company

Request For Proposal/Limited Tender Enquiry for Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for Providing Niche Technology Resources for Implementation and Support of Centralized DevSecOps Platform



**Annexure C2**

**Skilled DevSecOps resources currently available (Full time) Certifications: As mentioned in Appendix-P.**

| Sl No. | Name of resource | Academic Qualification of the resource | Professional Qualification/ Certifications of the resource | Categorisation as defined in the RFP |
|--------|------------------|----------------------------------------|------------------------------------------------------------|--------------------------------------|
|        |                  |                                        |                                                            |                                      |
|        |                  |                                        |                                                            |                                      |
|        |                  |                                        |                                                            |                                      |
|        |                  |                                        |                                                            |                                      |

Signature

Seal of Company

### Annexure C3

**Experience of Organization in each of the domain as below in the last 5 years (FY 2019 to FY 2024 )** (clients should be Banking, Financial Services and Insurance (BFSI)/ Non-Banking Financial Company (NBFC)/ Payment industries/IT MNCs):

| Sl No. | Domain                                                                                                                            | Name of the Clients | Industry Type | Summary of activities carried out in the last 5 years | Date of the Purchase Order/ Work Order |
|--------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------|-------------------------------------------------------|----------------------------------------|
| 1      | Study and analysis of current state SDLC processes across various client application departments.                                 |                     |               |                                                       |                                        |
| 2      | Assessment of client system architecture, tools and languages used (across frontend, middle and backend)                          |                     |               |                                                       |                                        |
| 3      | Assessment of tools/tool-chain required for setting up DevSecOps platform.                                                        |                     |               |                                                       |                                        |
| 4      | Assessment of infrastructure requirements for creation and utilization of DevSecOps platform.                                     |                     |               |                                                       |                                        |
| 5      | Design detailed integration strategy for tools and implementation of DevSecOps toolchain based on appropriate system architecture |                     |               |                                                       |                                        |
| 6      | Design and implementation of operating model under DevSecOps model and migration strategy for client applications                 |                     |               |                                                       |                                        |
| 7      | Documentation of tool-chain setup and relevant training to the employees.                                                         |                     |               |                                                       |                                        |

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|   |                                                                                                                                    |  |  |  |  |
|---|------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 8 | Experience in patching the tool-chain and platform. Support for identifying and fixing issues/bugs within the DevSecOps toolchain. |  |  |  |  |
| 9 | Development of dashboards with detailed metrics to track and monitor DevSecOps efficacy.                                           |  |  |  |  |

Signature

Seal of Company

Please Note:

- Supporting documents for above should be Purchase / Work Orders, letters from clients on their letter head, contacts of clients etc.

## Annexure C4

### Detailed Program Management

A detailed presentation on the envisioned strategy for the setup, implementation and adoption of DevSecOps solution shall be presented to the Bank.

Presentation shall cover the following:

- Details of Proven experience in the following:
  - Assessment of DevSecOps current state conducted for past clients, and assessment strategy for the bank as part of this bid.
  - Integration of DevSecOps tools for prior clients, and migration strategies deployed.
  - Case studies on successful implementation and adoption of DevSecOps across prior clients.
- Understanding of problem statement and potential suggestions to improve the envisioned toolchain, if any .
- Benefits to the client after implementation of DevSecOps in prior engagements, and envisioned benefits for the bank.
- Vision of bidder for end-state DevSecOps solution with clear detailing on architecture, tool integration, infrastructure and environment strategy.
- Detailed project workplan with clearly defined milestones to be achieved.
- Plan for implementation, migration and adoption across departments, along with proposed way of working after onboarding of applications
- Change management and process to be adopted by the bidder to ensure transfer of knowledge, and to facilitate adoption across applications.
- Team and Resource Management
- Project Execution
- Documentation Process
- Turn Around Time/Escalations Matrix
- Potential risks and mitigation strategy
- Details on periodic reporting to be followed
- Noteworthy/Superior features of their Services
- State of the art services offered by the bidder to any noticeable Bank in India.
- Capability of the proposed services to meet future requirements not outlined in the RFP.

Signature

Seal of Company

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## Appendix-D

### **Bidder Details**

#### Details of the Bidder

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

**Name & Signature of authorised signatory**

**Seal of Company**



## Appendix-E

### **Scope of Work and Payment Schedule**

#### **Implementation and support of Centralized DevSecOps Platform in Bank's environment for a period of five years**

The bidder is required to integrate tools end-to-end and build a DevSecOps platform for the bank, which will be hosted on-premises (but will be required to be cloud ready as per requirements of bank), and the bidder is required to provide the required infra sizing details so that it can be setup on the private cloud of the bank. The solution is expected to provide end-to-end automation capabilities, encompassing continuous integration, continuous delivery, and continuous deployment pipelines while integrating advanced security measures at every stage of the software development lifecycle. The bidder will be required to tailor the DevSecOps pipelines built to ensure it encompasses the requirements of each application. It must support a wide range of programming languages and frameworks to accommodate diverse development teams and projects. The DevSecOps solution must also enable detailed analytics and reporting features to monitor performance, security incidents, and compliance status. The bidder resources will be required to assess the application landscape and onboard applications onto the DevSecOps pipelines tailored to the requirements. Upon completion of onboarding, the resources will be required to provide support in terms of training and documentation to enable adoption of DevSecOps toolchain. In addition, the bidder will be required to develop dashboards to continuously track adoption and efficacy metrics.

The DevSecOps solution set up by the bidder will be used by departments across different phases of the SDLC, which has been split into 6 stages. The tools integrated as a part of each SDLC stage will need to enable smooth functioning of the same, the details of each stage and respective components are as follows:

#### **1. Project planning:**

The DevSecOps solution setup by the bidder must enable comprehensive preparation for a project and must enable the capturing detailed documentation to ensure that all aspects of the project are considered and aligned with business objectives. By systematically managing demands, organizing backlogs, and maintaining meticulous

documentation, the planning phase sets the foundation for efficient, and high-quality software development.

The bidder needs to ensure that the toolchain setup by the bidder enables the following components of planning:

### **1.1 Demand management**

The bidder must ensure that the demand management tool integrated as part of the DevSecOps solution facilitates the gathering of business requirements and approvals and the management of project requirements from start to finish. To do so, the capabilities of the tool must include, but are not limited to:

- Functionality to capture, assessment and management of demand for new features and projects within the bank
- Functionality to create dashboards and enable reporting of key KPIs for bank management
- Automated alerting and notifications on approvals and timelines
- Integration with DevSecOps tools to enable source code management, tracking of issues

### **1.2 Backlog management**

The bidder must ensure that the backlog management tool integrated as part of the DevSecOps solution enables orchestration and maintenance of prioritized list of tasks, features, and enhancements that need to be addressed. To do so, the capabilities of the tool must include, but are not limited to:

- Support for multiple backlog item types, ex: user stories, features, bugs, etc.
- Real-time status tracking of item through workflow stages
- Sprint creation and management capabilities, including dependency tracking between backlog various items
- Visualization capabilities such as burndown charts, sprint velocity tracking charts
- Capacity planning, resource allocation and monitoring capabilities, and communication and collaboration functionalities (ex: threads and comments on stories)
- Functionality to drive feature prioritization, create and manage product roadmaps

### **1.3 Solution architecture design**

The bidder must ensure that the solution architecture design tool integrated as part of the DevSecOps solution enables creation of architecture diagrams and process flows to enable streamlined development. To do so, the capabilities of the tool must include, but are not limited to:

- Enablement of architecture design and availability of common templates (ex: Microservices, layered architecture)
- Support for industry-standard modelling languages
- Dependency management between various architectural components
- Integrated documentation and report generation capabilities

### **1.4 UI/UX design**

The bidder must ensure that the UI/UX design tool integrated as part of the DevSecOps solution enables the creation of intuitive, user-friendly, and visually appealing interfaces. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to create high-fidelity designs that resemble the final product
- Interactive prototype creation with clickable elements, transitions and animations
- Collaboration capabilities across team members working on the same project
- Design component libraries of common elements to enable re-usability and consistency
- Asset management and exporting across multiple formats such as PNG, SVG, CSS etc.

### **1.5 Document management**

The bidder must ensure that the document management tool integrated as part of the DevSecOps solution will enable creation, storage, retrieval, and maintenance of project-related documents. This ensures that all relevant information is organized, accessible, and up to date. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to create and manage hierarchical folder structures in the repository
- Tracking of changes and version history for stored documents
- Built-in document editors for creating and editing of documents on the tool
- Indexing and advanced search with filters for metadata, tags and other criteria
- Real-time collaboration on documents across multiple team members

- Linking of documents to user stories to facilitate ease of development

## 2. Code Quality Check

The DevSecOps solution setup by the bidder must enable continuous evaluation of code quality, security, and readiness for deployment. The bidder must ensure integration of rigorous testing, automated reviews, and secure practices to deliver robust, high-quality code that meets business requirements and regulatory standards.

The bidder needs to ensure that the toolchain integrated by the bidder enables the following components of coding:

### 2.1 Unit testing

The bidder must ensure that the unit testing tool integrated as part of the DevSecOps solution enables testing of individual components or modules of the code to ensure they meet quality gates. Due to the language-specific requirements for Unit Test tooling, the bidder is expected to coordinate with departments and tailor unit testing as per applications to be onboarded. To do so, the capabilities of the tool must include, but are not limited to:

- Creation of test cases with support for multiple coding languages
- Ability to run parameterized tests with different sets of data
- Real-time reporting of test results with information on passed, failed and skipped tests
- Detailed logs for each case including input data, expected outcomes, and actual results
- Integration with CI/CD tools such as Jenkins and Gitlab for automated test execution
- Availability of version control system (VCS) of code and scripts and integration with various IDEs
- Comprehensive library of assertions to validate test outcomes

### 2.2 Automated code review

The bidder must ensure that the automated Code review tool integrated as part of the DevSecOps solution facilitates analysis of static codebase for potential issues, adherence to coding standards, and best practices. The capabilities of the tool that enables these functionalities include, but are not limited to:

- Ability to perform static analysis to detect code quality issues, including bugs, vulnerabilities, and code smells
- Support for multiple programming languages (e.g., Java, JavaScript, Python)

- Seamless integration with CI/CD tools like Jenkins and Gitlab
- Plugins for industry-leading IDEs for real-time feedback
- Quality gates based on pre-set requirements provided by development teams
- Generation of code quality reports with metrics such as code coverage

### **2.3 Code Security Testing**

The bidder must ensure that the code Security testing tool integrated as part of the DevSecOps solution will analyze the codebase for security vulnerabilities and ensure that it adheres to security best practices. This shift left approach helps in identifying potential security risks and mitigating them early in the development process. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to perform static and dynamic analysis to identify vulnerabilities in source code, bytecode, or binaries
- Support for multiple programming languages and frameworks (e.g., Java, C#, JavaScript, Python, Ruby)
- Extensive library of security rules based on industry standards
- Automated scanning of web applications and APIs for vulnerabilities like SQL injection, XSS, and CSRF
- Seamless integration with CI/CD tools like Jenkins and GitLab CI for automated security testing
- Generate comprehensive reports with detailed information on identified vulnerabilities
- Maintain logs of security analysis results and actions for compliance and auditing purposes

### **2.4 Database Change Control**

The bidder must ensure that the DB change versioning tool integrated as part of the DevSecOps solution manages and tracks changes to the database schema and data. This ensures consistency, traceability, and the ability to rollback changes as and when needed, ensuring quicker fixes in case of defects. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to define change sets in multiple languages to describe database changes
- Storing change sets in version control systems to track changes alongside application code
- Defining rollback scripts for each change set to revert changes if necessary

- Seamless integration with CI/CD tools like Jenkins and GitLab CI to enable database related deployments
- Ability to handle schema evolution tasks such as creating, modifying, and dropping tables, columns, indexes, and constraints
- Ability to create and maintain detailed audit trails of all database changes
- Ability to create snapshots of the database schema at specific points in time

### **3. Testing and verification**

The DevSecOps solution set up by the bidder must ensure that the software is thoroughly tested, secure, and ready for deployment. This phase involves various types of testing to validate functionality, performance, security, and compatibility. The bidder needs to ensure that the toolchain integrated by the bidder enables the following components of testing and verification:

#### **3.1 Automation testing**

The bidder must ensure that the automation testing tools integrated as part of the DevSecOps solution facilitate creation and usage of scripts to execute predefined test cases, reducing redundant manual efforts. To do so, the capabilities of the tool must include, but are not limited to:

- Low code drag-and-drop interface to design automation workflows without writing code
- Extensive library of pre-built activities for common automation tasks
- Automate interactions across web and mobile application testing and scheduling of automation jobs
- Centralized platform for managing, scheduling, and monitoring automation workflows
- Built-in activities for managing exceptions and errors during automation execution
- Detailed logging of automation activities for debugging and auditing purposes

#### **3.2 Performance testing**

The bidder must ensure that the performance testing tools integrated as part of the DevSecOps solution enable evaluation of application performance under varying conditions to ensure that it meets performance requirements and can handle expected loads. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to edit and customize test scripts using scripting languages (e.g., JavaScript, Python, Java)
- Ability to conduct load testing to assess system performance under expected user loads
- Ability to conduct stress testing to assess system thresholds by applying loads beyond normal operational capacity
- Ability to conduct spike testing to evaluate how the system handles sudden increases in user load
- Ability to conduct endurance testing to test the system's stability and performance over an extended period
- Ability to track metrics such as response time, transactions per user, CPU, memory usage, etc.
- The platform built must enable automatic environment spin-up and spin-off as per requirements

### **3.3 API testing**

The bidder must ensure that the API testing tools integrated as part of the DevSecOps solution enable validation of the functionality, reliability, and security of application programming interfaces (APIs) to ensure they work as expected. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to write test scripts to validate responses and perform assertions
- Execution of individual API requests and view responses in real-time
- Ability to validate response status codes, headers, and body content using assertions
- Measurement and validation of responses and time taken to ensure they meet quality and performance criteria
- Generation of reports with detailed information on test execution, including passed/failed tests and error logs
- Support for various authentication methods (e.g., Basic Auth, OAuth 2.0, API Keys) to test secured endpoints

### **3.4 Device farms**

The bidder must ensure that device farms integrated as part of the DevSecOps solution provides requisite infrastructure to test applications on a range of real devices and operating systems, ensuring compatibility and performance across different environments. To do so, the capabilities of the tool must include, but are not limited to:

- Access to a broad array of real devices (smartphones, tablets, desktops, etc.) and operating systems (iOS, Android, Windows, etc.)
- Support for various browsers and their versions (Chrome, Firefox, Safari, Edge, etc.)
- Interactive access to real devices and browsers for manual testing
- Integration with CI/CD tools such as Jenkins and Gitlab
- Set up custom device configurations, including screen resolution, operating system version, and browser version
- Generate comprehensive reports with detailed information on test execution, including passed/failed tests and error logs

### **3.5 APK/IPA internal distribution**

The bidder must ensure that the APK/IPA Internal tool integrated as part of the DevSecOps solution enables distribution of application packages (APKs and IPAs) to internal application teams for testing, feedback, and validation before release. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to upload files to be distributed
- Creation and management different release channels for targeted distribution
- Creation and management of testing groups for targeted testing with access control mechanisms
- Detailed reports on app usage metrics (downloads, tester engagement) and crashes

### **3.6 Test data management**

The bidder must ensure that the test data management tool integrated as part of the DevSecOps solution should enable creation, management, and maintenance of test data. This will ensure that testing is conducted under realistic and consistent conditions. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to create cloned data based on production data to ensure coverage of data-related use cases
- Ability to mask sensitive data to ensure that it complies with privacy regulations while maintaining data integrity
- Ability to maintain versions of test datasets to track changes and roll back to previous states if necessary
- Integration with CI/CD tools like Jenkins and Gitlab to enable automated data provisioning



- Ability to generate synthetic data to supplement real data for comprehensive testing

### **3.7 Vulnerability assessment and penetration testing**

The bidder must ensure that the vulnerability assessment tool integrated as part of the DevSecOps solution enables identification, quantification, and prioritization of security vulnerabilities across applications and infrastructure. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to scan networks for vulnerabilities (SQL injection, XSS, etc.), open ports, and misconfigurations
- Ability to assess system configurations against best practices and compliance standards
- Ability to detect and assign risk scores to vulnerabilities based on severity, exploitability, and impact, and suggest actions to be taken
- Generate comprehensive reports detailing discovered vulnerabilities, affected assets, and remediation steps

### **3.8 Software composition analysis (SCA)**

The bidder must ensure that the SCA tool integrated as part of the DevSecOps solution analyses the application's dependencies and third-party libraries to identify known vulnerabilities, licensing issues, and compliance risks. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to scan for dependencies, automatically scanning and identification of all open-source components and dependencies in a project
- Ability to conduct binary analysis to identify embedded open-source components
- Ability to integrate with vulnerability databases to detect known vulnerabilities
- Ability to assign severity scores to vulnerabilities based
- Integration with CI/CD tools like Jenkins and Gitlab to facilitate automatic scanning

## **4. Packaging and releasing of developed components**

The DevSecOps solution setup by the bidder must ensure functionality to build, package, and manage distribution of software artifacts. This phase ensures that the software is packaged consistently and securely, ready for deployment across different environments.

The bidder needs to ensure that the toolchain integrated by the bidder enables the following package and release activities:

#### **4.1 Automated build**

The bidder must ensure that the automated build tool integrated as part of the DevSecOps solution enables creation of scripts to compile the source code into executable artifact. This is to facilitate continuous integration (CI) of builds at each code commit. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to create pipeline configurations and defining CI pipelines using configuration files
- Automatic build of code upon commits or pull requests
- Ability to cache dependencies and build artifacts to expedite build times
- Automation of deployment of applications across environments
- Integration with testing tools to automate execution of tests as part of CI pipeline
- Integration with common artifact repositories
- Ability to implement role-based access control (RBAC) to manage permissions
- Real-time monitoring of pipelines and jobs, and ability to generate reports with key metrics for bank leadership

#### **4.2 Cluster build update**

The bidder must ensure that the cluster build update tool integrated as part of the DevSecOps solution enables update of build and configurations for clustered environments, ensuring that the software can be deployed and managed across multiple nodes or instances. To do so, the capabilities of the tool must include, but are not limited to:

- Definition, versioning and publishing of containerized applications using charts
- Management of repository of charts for easy distribution and reuse
- Ability to install and deploy applications to clusters using a single command
- Ability to securely manage and inject secrets into releases
- Integration with CI/CD tools such as Jenkins and Gitlab to facilitate deployments
- Integration with monitoring tools

### **4.3 Container platform stack**

The bidder must ensure that the container platform stack integrated as part of the DevSecOps solution enables creation and management of containerized environments for deploying and running applications, ensuring consistency and scalability across different environments. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to orchestrate container, and automated scheduling, scaling, and management of pods
- Automated building of container images directly from source code
- Support for Helm charts for packaging and deploying applications
- Integration with service meshes for advanced networking features

### **4.4 Artifactory (Repository Management)**

The bidder must ensure that the Artifactory tool integrated as part of the DevSecOps solution enables usage of artifact repositories to store, manage, and distribute build artifacts, ensuring that they are version-controlled, secure, and easily accessible for deployment. To do so, the capabilities of the tool must include, but are not limited to:

- Support for multiple repository types
- Support for remote repositories via proxies and caching external repositories for faster and more reliable access
- Ability to store and manage binary artefacts and their metadata
- Artifact versioning enabling user to maintain versions of artefacts for traceability and rollback
- Ability to index and search package metadata for supported repository types

## 5. Configuration

The DevSecOps solution setup by the bidder must enable the handling of configuration changes to maintain the integrity and traceability of the software and environment throughout the SDLC. This includes defining, storing, and managing configurations for servers, applications, network devices, and other components. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to implement role-based configuration and reuse configuration tasks
- Usage of templates to dynamically generate configuration files
- Access a wide range of built-in modules for various tasks (e.g., file management, package installation, service management)
- Securely manage and use credentials (e.g., passwords, SSH keys, API tokens)
- Ability to maintain detailed logs for auditing and compliance reporting

## 6. Monitoring

The DevSecOps solution setup by the bidder must enable continuously observing the performance, availability, and security of applications and infrastructure. This phase ensures that any issues or anomalies are detected early, allowing for quick response and resolution.

The bidder needs to ensure that the toolchain integrated by the bidder enables the following monitoring activities:

### 6.1 Incident management

The bidder must ensure that the incident management tool integrated as part of the DevSecOps solution enables detection, investigation, and resolution of incidents that impact the performance, availability, or security of applications and infrastructure. To do so, the capabilities of the tool must include, but are not limited to:

- Ability to capture and log incidents across applications and channels
- Categorization of incidents by type, severity, priority and impact
- Ability to assign incidents to appropriate support teams based on workflow associated with incident
- Provision of a self-service portal for users to raise and track incidents
- Ability to send automated notifications to users for follow-ups
- Provide real-time dashboards for monitoring incident and request metrics
- Manage major incidents with specialized workflows and communication channels

## **6.2 Application and infrastructure monitoring**

The bidder must ensure that the application and infrastructure monitoring tool integrated as part of the DevSecOps solution enables continuous observation of the health, performance, and availability of applications and their underlying infrastructure. The capabilities of the tool that enables these functionalities include, but are not limited to:

- Capture and trace transactions across the entire application stack, from user interaction to backend services
- Monitor the health, performance, and resource utilization (e.g., CPU, memory, disk, network)
- Analyze network traffic between different components and services
- Ability to set thresholds for key metrics and trigger alerts when they are breached
- Ability to create and customize dashboards to visualize key metrics and performance indicators

## **6.3 Front-end monitoring**

The bidder must ensure that the front-end monitoring tool integrated as part of the DevSecOps solution enables tracking of performance, usability, and reliability of applications, such as web and mobile applications. The capabilities of the tool that enables these functionalities include, but are not limited to:

- Track key performance metrics such as page load time, and crashes in applications, and first input delay
- Track and report network errors such as failed requests and timeouts
- Ability to generate heatmaps of user interactions and click patterns
- Ability to create and customize dashboards to visualize key metrics and performance indicators

## **6.4 Log aggregation and management**

The bidder must ensure that the log aggregation tool integrated as part of the DevSecOps solution enables generation, collection, centralization, indexing and analysis of logs from bank applications to gain insights into application performance and overall security. To do so, the capabilities of the tool must include, but are not limited to:



- Ability to collect logs from various sources such as application server, web server, database, network devices, operating systems, antivirus servers
- Ability to integrate logs across current application and future upcoming applications enabling log aggregation and management at enterprise level
- Ability to create and orchestrate pipelines for generating, ingesting, processing, and forwarding logs
- Ability to encrypt and transform captured data before consumption to maintain data security compliance
- Ability to store log data as per compliance requirements by regulator
- Ability to aggregate and store log data in a centralized manner
- Ability to archive log data with defined retrieval process and timelines
- Ability to build automated application process linkage diagrams to enable visualization capabilities for end-users
- Ability to implement AI/ ML capabilities to enable AIOps capabilities like preventive maintenance, proactive monitoring, dynamic thresholding, trend analysis
- Creation of custom dashboards to visualize key metrics and log data
- Ability to implement data access management for federated log access to various users
- Ability to set thresholds for key metrics and trigger alerts when thresholds are breached
- Ability to configure log components like agents, gateways and implement changes in real-time
- Integration with DevSecOps pipeline to ensure continuous log creation and storage
- Ability to segregate logs depending on the application environment
- Capabilities and features for front end users to see segmented logs across various categories, filter, tracing individual log events, free text search, expand log events
- Ability to scan log data whenever required and provide insights in real-time
- Ability to implement comprehensive AIOps capabilities on managed on-prem server setup

### Additional considerations

As a part of project requirements, the bidder is expected to specify complete details of the hardware/infrastructure and other systems required for successful implementation of the DevSecOps solution. This will encompass requirements for applications planned to be onboarded.

### Dashboarding and metrics

The bidder resources will be required to develop detailed dashboards to be leveraged by both bank leadership and application owners. Integrate metrics into workflows to ensure continuous monitoring and reporting. The list of indicative metrics are as follows, and will be expanded upon by the bank as per project requirements:

| Metric                                       | Description                                                                       | Formula                                                                                                 |
|----------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Lead time to production, or deployment speed | Time taken to deploy a change to production                                       | Time of production release – Time of demand creation                                                    |
| Solution uptime                              | Percentage of time the end-to-end DevSecOps solution is available and operational | $(\text{Total number of hours} - \text{Number of hours impacted}) * 100 / \text{Total number of hours}$ |
| Deployment frequency                         | Measures how often new code is deployed to production                             | Number of deployments/Days taken                                                                        |
| Backlog growth rate                          | Rate at which new items are being added to backlog                                | Number of new items added/Time period                                                                   |
| Sprint velocity                              | Amount of work completed in a sprint                                              | Story points completed/Number of sprints                                                                |
| Build time                                   | Time taken to complete a build                                                    | Time taken to complete a build                                                                          |
| Deployment success rate                      | Percentage of deployments that are successful                                     | Number of successful deployments/Total number of deployments                                            |
| Incident count                               | Number of incidents raised                                                        | Number of incidents raised (Must include severity)                                                      |
| Incident response time                       | Average time taken to respond to and resolve incidents                            | Time to resolve each incident/Number of incidents                                                       |
| Time to detect (TTD)                         | Measures the average time taken to detect an issue or vulnerability               | Total time to detect issues/Number of issues detected                                                   |

|                              |                                                                      |                                                                    |
|------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------|
| Mean time to recovery (MTTR) | Average time taken to restore to normal operation after an incident  | Total downtime/Number of incidents                                 |
| Resource utilization         | Measures how effectively resources (compute, storage, etc.) are used | Actual resource usage/Resources provisioned                        |
| Defect count                 | Number of defects detected                                           | Number of defects detected                                         |
| Code coverage                | Measures percentage of code covered by tests                         | Lines of code tested/Total lines of code                           |
| Vulnerabilities density      | Number of vulnerabilities detected every 1000 lines of code          | (Number of vulnerabilities detected/Number of lines scanned) *1000 |
| Automated test coverage      | Measures percentage of code covered by automated tests               | Lines of code covered by automated tests/Lines of code             |
| Active user count            | Measures number of active users                                      | Number of active users in a given time period                      |

### Implementation framework

The bidder must ensure that the implementation framework encompasses levers critical to standardized implementation of DevSecOps. These levers shown below are illustrative and will be built upon as the project progresses.

- **Scalable Standardization:**

The solution must be deployed such that the tools and infra can scale effortlessly across the organization, enforcing consistent practices in DevSecOps, while also maintaining the flexibility to adapt to unique requirements of application departments.

- **Governance and Compliance:**

The implementation framework should ensure that the DevSecOps solution developed aligns with banking industry regulations throughout every phase of development.

- **Developer and Organizational Insights:**

The implemented solution must provide real-time insights with visibility into performance metrics, team productivity, and operational effectiveness. These can be leveraged to analyze historical data and predict potential issues in development workflows

- **Toolchain templates**

Templates to be created for various applications having different technology stacks. This will facilitate quicker onboarding of applications.



## 7. Application landscape

The bank has considered onboarding of 14 applications each year i.e. up to 3 years and support thereafter. The bidder must ensure that the solution is built keeping in mind the specific requirements of the applications.

## 8. Indicative list of tools

The bank has prepared an indicative list of tools for each sub-stage to help the bank achieve the target state DevSecOps toolchain. The resources provided by the bidder are expected to have specialized expertise in the finalized tools. The details of the tools are as follows:

| <b>Sub-stage</b>                                    | <b>Indicative tool suggested by departments</b> |
|-----------------------------------------------------|-------------------------------------------------|
| <i>Demand management</i>                            | EPM                                             |
| <i>Backlog management</i>                           | JIRA/Trello/Excel                               |
| <i>Solution architecture design</i>                 | Mega Hopex/Visio                                |
| <i>UI/UX design</i>                                 | Adobe Xd/Figma                                  |
| <i>Document Management</i>                          | SharePoint/Confluence                           |
| <i>Unit testing</i>                                 | Junit/Karma/Application specific tools          |
| <i>Automated code review</i>                        | SonarQube/Checkmarx/Veracode                    |
| <i>Code security testing</i>                        | Fortify/Snyk                                    |
| <i>DB change versioning</i>                         | Liquibase/Flyway                                |
| <i>Automation testing</i>                           | UiPath/Appium/Selenium                          |
| <i>Performance testing</i>                          | JMeter/Loadrunner                               |
| <i>API Testing</i>                                  | Insomnia/SoapUI/Postman                         |
| <i>Device farms</i>                                 | BrowserStack/SauceLabs                          |
| <i>APK/IPA internal distribution</i>                | Firebase/Supabase                               |
| <i>Test data management</i>                         | Delphix/Informatica/Testrails                   |
| <i>Vulnerability assessment penetration testing</i> | Nessus/Qualys                                   |
| <i>Software Composition Analysis (Web)</i>          | Jfrog Xray/Blackduck                            |
| <i>Automated build</i>                              | Gitlab Ultimate /Jenkins                        |
| <i>Android build automation</i>                     | Gradle/Maven                                    |
| <i>Cluster build update</i>                         | Helm/Kustomize                                  |
| <i>Container platform stack</i>                     | OpenShift/Kubernetes/Tanzu                      |
| <i>Container registry</i>                           | Quay/Docker                                     |
| <i>Artifactory</i>                                  | Jfrog Artifactory/Nexus Artifactory             |
| <i>Configuration management</i>                     | Ansible/Puppet/Chef                             |
| <i>Incident management</i>                          | bmc Remedy/ServiceNow                           |
| <i>Application and infra-structure monitoring</i>   | Dynatrace/Appnomic                              |
| <i>Front-end Monitoring</i>                         | ApMoSys/Zabbix                                  |
| <i>Log Aggregation</i>                              | Splunk / ELK                                    |

- 8.1 The bidder is expected to assess the toolchain for functionality and integration, and identify gaps if any, and inform the bank to procure the same in advance to facilitate build of solution. The suggested tools are expected to follow compliance guidelines and have same, or greater functionality coverage.
- 8.2 The bidder will be responsible for conducting diligence on all tools for this project, must comply with the information security requirement of the bank.
- 8.3 The bidder shall implement any patches, upgrades or updates required for hardware, software, operating systems, middleware, etc., when released by service providers or OEMs. The integrator will need to communicate any changes in versions or releases in the tools chosen for the solution.
- 8.4 The bidder will need to obtain permission/approval from the bank before applying any patches or updates and will need to ensure solution supports older versions in case the bank chooses not to upgrade to the latest version.
- 8.5 The bidder will need to provide end-to-end maintenance support for tools and solution over the course of the contract with the bank
- 8.6 The bidder will be required to deliver comprehensive documentation for every toolchain component, including but not limited to user manuals, design documents, software requirement specifications, system documents, and project documentation
- 8.7 The bidder will be required to conduct an assessment of the applications to be onboarded to the DevSecOps solution and submit a detailed phase-wise onboarding plan. The bidder will need to ensure that the timelines submitted account for the complexities of each application, and this needs to be aligned with the onboarding plan submitted by the bidder.

## **9. Resource requirements**

14 resources required and will be used as per the defined categorization based on project requirements. The bank reserves the right to request additional resources or reduce deployed resources from the bidder as per change in project requirements. Resources engaged needs to meet our specified educational qualification, certification requirements and years of experience. The resources already engaged with other projects may not be preferred to be engaged with the task under this project. The actual number of resources may increase or decrease depending on the actual requirements during the implementation and support phase.

- i. **Total period of engagement – Five Year.**

- ii. **Availability of Resources** – It must be ensured that required number of resources with a specific skill set and experience will always be available during the entire implementation and support phase of the project. In the extreme circumstances, if there is a break from resource side, vendor must provide suitable alternate resource and proper knowledge transfer to be ensured between the two (outgoing & incoming) resources before allowing the existing resource to leave the project. No un-planned leave or sick leave will be considered without availability of alternate resource and no man-days will be counted for any of the resources in case of failure to allot alternate resource.
- iii. **The Educational, professional qualifications, number of years of experience, level of resource, number of resources, the scope of work and deliverables:**

Details provided in **Appendix-P**

Request For Proposal/Limited Tender Enquiry for Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for Providing Niche Technology Resources for Implementation and Support of Centralized DevSecOps Platform



**Appendix-F**

**Indicative Price Bid**

**Indicative commercial bid for Engaging competent for fourteen (14) resources for implementation and support of Centralized DevSecOps Platform for a period of five years.**

| Resource Level            | No. of Man Months | Cost Per Man Month | Cost Per Resource Man Month (No. of Man Months x Cost Per Man Month ) | % of Total Cost |
|---------------------------|-------------------|--------------------|-----------------------------------------------------------------------|-----------------|
| DevSecOps Architect       | 37                |                    |                                                                       |                 |
| Integration Architect     | 37                |                    |                                                                       |                 |
| DevSecOps Senior Engineer | 169               |                    |                                                                       |                 |
| DevSecOps Engineer        | 94                |                    |                                                                       |                 |
| Integration Engineer      | 168               |                    |                                                                       |                 |
| Project Manager           | 37                |                    |                                                                       |                 |
| <b>Total Cost</b>         |                   |                    |                                                                       |                 |

- The final bid for the total resources, bidders engaged should be submitted on TCO (Total Cost of ownership)
- The resource will be required as per **Appendix-P** of this RFP
- The bid should be submitted as the total cost of the project i.e., implementation and support of Centralized DevSecOps Platform for the period of 5-years.
- Refer **Appendix-Q** for resource man-months for computation of cost of the project

**\*Reverse auction will be conducted on the Overall cost of the project.**

(Amount quoted in INR exclusive of GST/CGST)

Dated this ..... day of ..... 2024

---

(Signature)

(Name)

Request For Proposal/Limited Tender Enquiry for  
Engaging Competent Resources from Bank  
Empanelment of Category-I IT Companies for  
Providing Niche Technology Resources for  
Implementation and Support of Centralized  
DevSecOps Platform



(In the capacity of)  
Duly authorized to sign Bid for and on behalf of

**Appendix-G**

**Certificate of Local Content**

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

Date:

To,

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

Dear Sir,

**Ref.: RFP No. :** \_\_\_\_\_ **Dated:** \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ <details of services> 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**

Request For Proposal/Limited Tender Enquiry for  
Engaging Competent Resources from Bank  
Empanelment of Category-I IT Companies for  
Providing Niche Technology Resources for  
Implementation and Support of Centralized  
DevSecOps Platform



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

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

| SI No | Product/ Service 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:**

**Appendix-H**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
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 develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/GITC/Platform Engineering-III/2024/2025/1249** dated 03/12/2024.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.



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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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





- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

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

## Appendix-I

### Other terms and Penalties

The Bank will be authorized to forfeit the amount of Bank Guarantee if the bidder fails to comply with the contracted terms and conditions.

The bidders should deploy 14 resources on-site for implementing and supporting Centralized DevSecOps Platform as per Skill-set and educational/professional criteria of this RFP within 7 days from the date of issuance of PO. The defined resources shall be interviewed to meet our desired requirements. The resource shall be considered as deployed only upon clearing the interview by the Bank and actual reporting of the resource on-site. If any resource is found unsuitable during the deployed period, the successful bidder has to provide an immediate replacement within 3 working days from the date of intimation. In case of resource resignation/termination during the deployed period, the successful bidder has to make necessary arrangement and provide an immediate alternative/replacement and arrange for knowledge transfer/handover. In case the bidder fails to deploy as above, within 7 days from the date of issuance of PO, and within reasonable time for replacement of already onboarded resource (maximum period of 3 days) entire contract/assignment may be cancelled, and/or the penalty will be levied.

#### **SLA and penalty regarding resource deployment:**

The bidder must ensure that the resources deployed are available for one man-month, i.e., 24 working days for every month. In case of non-adherence, the penalties mentioned below shall be applied

| <b>Sr. No.</b> | <b>Service Level category</b>     | <b>Penalty Calculation</b>                          |
|----------------|-----------------------------------|-----------------------------------------------------|
| <b>1</b>       | <b>Onsite Resource deployment</b> | <b>Rs. 25000/- per resource per missing man-day</b> |



**Appendix-J**

**Service Level Agreement**

**AGREEMENT FOR** \_\_\_\_\_ <sup>1</sup>

**BETWEEN**

**STATE BANK OF INDIA,** \_\_\_\_\_ <sup>2</sup>  
**AND** \_\_\_\_\_ <sup>3</sup>

**Date of Commencement** : \_\_\_\_\_ <sup>4</sup>

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

*# This document is in the nature of a general template which needs customization 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.*

\_\_\_\_\_

<sup>1</sup> Type/nature/name of Agreement.

<sup>2</sup> Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

<sup>3</sup> The other Party (Contractor/ Service Provider) to the Agreement

<sup>4</sup> Effective Date from which the Agreement will be operative.

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This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**BETWEEN**

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department,<sup>5</sup> hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

**AND**

\_\_\_\_\_ <sup>6</sup> a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

**WHEREAS**

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for \_\_\_\_\_ ;<sup>7</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

<sup>5</sup>Name & Complete Address of the Dept.

<sup>6</sup>Name & Complete Address ( REGISTERED OFFICE) of service Provider,

<sup>7</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

(v) Parties understand and agree that under this Agreement, the Bank may time to time, based on its actual requirements issue separate Purchase Order(s) to Service Provider for providing resources on T&M basis and there is no minimum or prior commitment for such orders under this Agreement. <Department to check applicability of this term based on scope and requirement of procurement, if needs modification the same may be modified accordingly.>

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

## **1. DEFINITIONS & INTERPRETATION**

### **1.1 Definition**

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

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures:< Strike of whichever is inapplicable.>
- 1.1.2 “Confidential Information” shall have the meaning set forth in Clause 14.

- 1.1.3 “Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata. *<Strike off if not applicable as per scope of services>*
- 1.1.4 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.5 “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the ..... (name of the Software/ Hardware/ Maintenance Services) *<Strike off whichever is inapplicable>*,<sup>8</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the ..... (Service)<sup>9</sup>, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 1.1.6 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising

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<sup>8</sup> Name of Software/ Maintenance services

<sup>9</sup> Name of Software

by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.7 “Project Cost” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations.

1.1.8 “Request for Proposal/Limited Tender Enquiry (RFP/LTE)” shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.

1.1.9 “**EOI**” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-PartnerRelationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.

1.1.10 “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.

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

## **1.2 Interpretations:**

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

1.2.2 The singular includes the plural and vice versa.



- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

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

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (Effective Date).
- 1.3.2 This Agreement shall be in force for a period of \_\_\_\_\_ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

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 Purchase Order(s), which may be issued by the Bank time to time, shall be governed by the terms and conditions of this Agreement. Notwithstanding expiry of this Agreement, all the terms and conditions of this Agreement shall also be applicable and in full force for such Purchase Order(s) under which Service are required to be delivered beyond the term of this 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**.

*Department to check applicability of VPN clause as per the scope of services required to be performed by vendor's onsite resources>*

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

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

- 3.2 All duties and taxes (excluding<sup>10</sup> \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.
- 3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

### 3.4 Payments

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

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<sup>10</sup> Please determine the applicability of the taxes.

### **3.5 Bank Guarantee and Penalties**

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of \_\_\_\_\_year(s) \_\_\_\_\_month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank. In case Services under any Purchase Order(s) are required to be delivered beyond the term of the Contract, notwithstanding expiry of the Contract executed between the Bank and Service Provider(s), Service Provider shall be required to extend the period of PBG, beyond the above mentioned period, till three months of expiry date of Purchase Order having longest validity amongst all such Purchase Order(s).
- 3.5.2 The performance Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of providing requisite resources time to time and/or successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.5.3 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement or respective Purchase Order(s) and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement or respective Purchase Order(s).

- 3.5.4 Performance of the obligations under the Agreement or respective Purchase Order(s) shall be made by Service Provider in accordance with the time schedule<sup>11</sup> specified in this Agreement or respective Purchase Order(s).
- 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-E** in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement or respective Purchase Order(s).

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

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

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

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

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
  - (c) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

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<sup>11</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

- (d) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- (e) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement. *<Strike off if not applicable as per scope of services>*
- (f) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- (g) The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-G to this RFP. **< This term is applicable where the activities for which selection of Vendor/ outsourcing of activities involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers. STRIKE OFF, IF NOT APPLICABLE.>**
- (h) The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.
- (i) \_\_\_\_\_ *<the concerned dept. may add duties depending on the nature of agreement>*
- (ii) Security Responsibility



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

## **5. REPRESENTATIONS & WARRANTIES**

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

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

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

- 5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with



professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

- 5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.
- 5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and

shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.

5.2.8 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

## **6. GENERAL INDEMNITY**

6.1 Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities, declarations or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider

6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank

shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

## **7. CONTINGENCY PLANS**

Applicable as defined under EOI.

## **8. TRANSITION REQUIREMENT**

Applicable as defined under Empanelment Agreement/EOI. Transition & Knowledge Transfer plan is mentioned in **Annexure F**.

## **9. LIQUIDATED DAMAGES**

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

Applicable as defined under Empanelment Agreement/EOI.

## **11. SUB CONTRACTING**

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

## **12. INTELLECTUAL PROPERTY RIGHTS**

Applicable as defined under EOI.

## **13. INSPECTION AND AUDIT**

Applicable as defined under EOI.

#### **14.CONFIDENTIALITY**

Applicable as defined under EOI.

#### **15.OWNERSHIP**

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

15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property.

15.3 All information processed by Service Provider during software maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.

#### **16.TERMINATION**

16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement or respective Purchase Order/SOW 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 respective Purchase Order/SOW, or any extension thereof granted by the Bank;
- (b) If Service Provider fails to perform any other obligation(s) under the Agreement or respective Purchase Order/SOW;
- (c) Violations of any terms and conditions stipulated in the RFP;

(d) On happening of any termination event mentioned herein above in this Agreement.

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

16.2 Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.

16.3 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

16.4 In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.

16.5 The Bank shall have a right to terminate the Agreement or respective Purchase Order/SOW immediately by giving a notice in writing to Service Provider in the following eventualities:

16.5.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

16.5.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.

16.5.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

16.5.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

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

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

16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law



clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

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

Applicable as defined under RFP/LTE.

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

Applicable as defined under EOI.

**19.WAIVER OF RIGHTS**

Applicable as defined under EOI.

**20.LIMITATION OF LIABILITY**

Applicable as defined under EOI.

**21.FORCE MAJEURE**

Applicable as defined under EOI.

**22.NOTICES**

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

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

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

(a) In the case of the Bank

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

(b) In case of Service Provider

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

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

## 23. GENERAL TERMS & CONDITIONS

23.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement. ~~whichever is inapplicable~~

23.2 PUBLICITY: Applicable as defined under Empanelment Agreement.

23.3 SUCCESSORS AND ASSIGNS: Applicable as defined under Empanelment Agreement.

23.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

23.5 SEVERABILITY: Applicable as defined under Empanelment Agreement.

23.6 MODIFICATION: Applicable as defined under Empanelment Agreement.

23.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

23.7.1 This Agreement;

23.7.2 Annexure of Agreement;

23.7.3 Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_;





23.7.4 RFP; and

23.7.5 EOI

23.8 PRIVACY: Applicable as defined under Empanelment Agreement.

23.9 DUE AUTHORISATION: Applicable as defined under Empanelment Agreement.

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

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

**State Bank of India**

**By:**

**Name:**

**Designation:**

**Date:**

WITNESS:

1.

2.

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

**By:**

**Name:**

**Designation:**

**Date:**

1.

2.

## 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 Services.]*

4. Place of Service<sup>12</sup>

---

<sup>12</sup>Brief description of place of service



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

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/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet 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/ hardware.

6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A.

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) Impose penalty on Service Provider as mentioned under **Annexure E**.<sup>13</sup>

\_\_\_\_\_

<sup>13</sup> Please mention relevant annexure.



- b) 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. Risk Management

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

Service Complaints<sup>14</sup>

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<sup>14</sup> Describe in detail the service complain methodology for the services.



**ANNEXURE-B**

**INFRASTRUCTURE MANAGEMENT METRICS** *<strike off which ever in not applicable>*

(a) Service metric for Recovery Time objective (RTO) *<strike off if not applicable>*

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

(b) SLA for Recovery Point Objective *<strike off if not applicable>*

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

(c) INFRASTRUCTURE SUPPORT METRICS *<strike off if not applicable>*

| Activities                        |              | Severity | Response Time (mins) | Resolution Time (mins) | Measurement Criteria |
|-----------------------------------|--------------|----------|----------------------|------------------------|----------------------|
| Operational Task                  | Details      |          |                      |                        |                      |
| <i>&lt;to be filled in by the</i> | <i>.....</i> | Level 1  | <i>.....</i>         | <i>.....</i>           | <i>&lt;.....&gt;</i> |

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



**ANNEXURE-C**

**SERVICE DESK SUPPORT METRIC** <strike off if not applicable>

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

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

**SERVICE LEVEL REPORTING/ FREQUENCY**<sup>15</sup> <strike off if not applicable>

<Describe the service level reporting frequency and methodology>

**SERVICE REVIEW MEETING**<sup>16</sup> <strike off if not applicable>

<sup>15</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.

<sup>16</sup>The purpose of this section to describe the frequency of meeting and composition of service review board.

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

- President,
- Members.....



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**ANNEXURE-D**

ESCALATION MATRICS<sup>17</sup> *<strike off if not applicable>*

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

<sup>17</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, service provider operates a problem escalation procedure in order that any unresolved problems are notified to service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

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|                         |  |                                          |  |  |  |
|-------------------------|--|------------------------------------------|--|--|--|
| Service Desk<br>Support |  | <Name,<br>designation<br>contact<br>no.> |  |  |  |
|-------------------------|--|------------------------------------------|--|--|--|

**ANNEXURE-E**

< Undermentioned are proposed penalty metrics, they are required to be customized by the concerned dept.><~~strike off whichever is not applicable~~>

**PENALTY FOR NON PERFORMANCE OF SLA**

| <b>Service level category</b>                                                        | <b>SLA Measure</b>                                              | <b>Penalty Calculation</b>           |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------|
| Application Uptime/<br>Downtime/<br>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/                                                                             |                                                                 |                                      |

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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 (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-F

### Transition & Knowledge Transfer Plan

#### 1. Introduction

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

#### 2. Objectives

- 2.1 The objectives of this annexure are to:

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

#### 3. General

- 3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.
- 3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERS tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:
- 3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating

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

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

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

which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

- 3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

**4. Replacement SERVICE PROVIDER**

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

**5. Subcontractors**

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

**6. Transfer of Configuration Management Database**

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

**7. Transfer of Assets**



- 7.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:
- (1) a list of all Assets eligible for transfer to the Bank; and
  - (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.
- 7.2 Within **1 (one)** month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the “Required Assets”), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.
- 7.3 In the event that the Required Assets are not located on Bank premises:
- (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;
  - (2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
  - (3) for the avoidance of doubt, the Bank will not be responsible for the Assets.
- 7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer’s warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.
- 8. Transfer of Software Licenses**
- 8.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.
- 8.2 On notice of termination of this Agreement Service Provider shall, within **2 (two)** week of such notice, deliver to the Bank details of all licenses for SERVICE

PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

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

**9. Transfer of Software**

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

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

**10. Transfer of Documentation**

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

**11. Transfer of Service Management Process**

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

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

**12. Transfer of Knowledge Base**

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

**13. Transfer of Service Structure**

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

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

**14. Transfer of Data**

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

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

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

**15. Training Services on Transfer**

- 15.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.
- 15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.
- 15.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval **6 (six)** months prior to expiry or within **10 (ten)** working days of issue of notice of termination:
- (1) A training strategy, which details the required courses and their objectives;
  - (2) Training materials (including assessment criteria); and
  - (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's \_\_\_\_\_ Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for \_\_\_\_\_ hours. Bank may enroll up to \_\_\_\_\_ of its staff or \_\_\_\_\_ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than \_\_\_\_\_ years of experience in

operating \_\_\_\_\_ software system. SERVICE PROVIDER shall provide the \_\_\_\_\_ training without any additional charges.

**16. Transfer Support Activities**

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

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

- (1) a timetable of events;
- (2) resources;
- (3) assumptions;
- (4) activities;
- (5) responsibilities; and
- (6) risks.

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

- (a) Change Request log;
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.



- 16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.
- 16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.
- 17. Use of Bank Premises**
- 17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.
- 17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

XXXX

## ANNEXURE-G

### **Data Processing Agreement**

**≤ Applicable in case of activities for which selection of vendor/outsourcing of activities has been initiated involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers>**

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

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

#### **And**

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

WHEREAS:

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

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

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

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

IT IS AGREED AS FOLLOWS:

### **1. Definitions and Interpretation:**

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

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

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



1.1.3 “Client” means a customer of State Bank of India.

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

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

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

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

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

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

1.1.10 "EEA" means the European Economic Area.

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

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

1.1.13 "Data Transfer" means:

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

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

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

1.1.15 “Supervisory authority” has the meaning given to it in the Data Protection

Legislation.

1.1.16 “Personal data breach” has the meaning given to it in the Data Protection Legislation.

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

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

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

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

2.2 Processor shall:

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

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

## **3. PROCESSOR OBLIGATIONS:**

### **3.1 Processor Personnel:**

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

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

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

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

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

### **3.2 Security:**

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

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

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

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

3.3.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub-Processors without prior written authorisation from State Bank of India. The Processor shall provide State Bank of India with **no less than [xx days]** prior written (including email) notice before engaging a new Sub processor thereby giving State Bank of India an opportunity to object to such changes. If State Bank of India wishes to object to such new Sub processor, then State Bank of India may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

3.3.2 The Processor shall include in any contract with its Sub processors who will process Personal Data on State Bank of India's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the

Processor in this Agreement relating to Personal Data. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the Processor would be liable if performing the services of each Sub processor directly under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.8 Audit Rights:**

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

### **3.9 Data Transfer:**

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

### **3.10 Records:**

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

### **3.11 Notify:**

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

### **3.12 Agreement Termination:**

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

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

State Bank of India shall:

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

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

## **5. General Terms:**

### **5.1 Confidentiality:**

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

(a) disclosure is required by law.

(b) the relevant information is already in the public domain.

### **5.2 Notices:**



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

**5.3 Governing Law and Jurisdiction:**

5.3.1 This Agreement is governed by the laws of INDIA.

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

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

For State Bank of India

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

For Processor M/s

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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



## SCHEDULE 1

### 1.1 Services

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



Request For Proposal/Limited Tender Enquiry for Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for Providing Niche Technology Resources for Implementation and Support of Centralized DevSecOps Platform



## SCHEDULE 2

### Personal Data

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

### SCHEDULE 3

#### Technical and Organisational Data Protection Measures

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

1.1. the nature of the Personal Data; and

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

2. In particular, the Processor shall:

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

2.1.1. defines security needs based on a risk assessment.

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

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

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

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

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

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

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



2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).

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

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

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

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

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

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

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

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

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

| S. No | Controls to be implemented                                                            | Compliance (Yes / No)             | If under implementation, give date by which implementation will be done |
|-------|---------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------|
| 1     | Whether the Processor has Information security policy in place with periodic reviews? |                                   |                                                                         |
| 2     | Whether the Processor have operational                                                | a. Business Continuity Management |                                                                         |
|       |                                                                                       | b. Backup management              |                                                                         |

| S. No | Controls to be implemented                                                                                      | Compliance (Yes / No)                                                    | If under implementation, give date by which implementation will be done |  |
|-------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------|--|
|       | processes with periodic review, including but not limited to:                                                   | c. Desktop/system/server/network device hardening with baseline controls |                                                                         |  |
|       |                                                                                                                 | d. Patch Management                                                      |                                                                         |  |
|       |                                                                                                                 | e. Port Management Media Movement                                        |                                                                         |  |
|       |                                                                                                                 | f. Log Management                                                        |                                                                         |  |
|       |                                                                                                                 | g. Personnel Security                                                    |                                                                         |  |
|       |                                                                                                                 | h. Physical Security                                                     |                                                                         |  |
|       |                                                                                                                 | i. Internal security assessment processes                                |                                                                         |  |
| 3     | Whether a proper documented Change Management process has been instituted by the Processor?                     |                                                                          |                                                                         |  |
| 4     | Whether the Processor has a documented policy and process of Incident management /response?                     |                                                                          |                                                                         |  |
| 5     | Whether the Processor's environment is suitably protected from external threats by way of:                      | a. Firewall                                                              |                                                                         |  |
|       |                                                                                                                 | b. WAF                                                                   |                                                                         |  |
|       |                                                                                                                 | c. IDS/IPS                                                               |                                                                         |  |
|       |                                                                                                                 | d. AD                                                                    |                                                                         |  |
|       |                                                                                                                 | e. AV                                                                    |                                                                         |  |
|       |                                                                                                                 | f. NAC                                                                   |                                                                         |  |
|       |                                                                                                                 | g. DLP                                                                   |                                                                         |  |
|       |                                                                                                                 | h. Any other technology                                                  |                                                                         |  |
| 6     | Whether rules are implemented on Firewalls of the Processor environment as per an approved process?             |                                                                          |                                                                         |  |
| 7     | Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule? |                                                                          |                                                                         |  |
| 8     | Whether proper log generation, storage, management and analysis happens for the Processor application?          |                                                                          |                                                                         |  |
| 9     |                                                                                                                 | a. Web                                                                   |                                                                         |  |

| S. No | Controls to be implemented                                                                                                                                                                             | Compliance (Yes / No)        | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------|
|       | Is the Processor maintaining all logs for forensic readiness related to:                                                                                                                               | b. Application               |                                                                         |
|       |                                                                                                                                                                                                        | c. DB                        |                                                                         |
|       |                                                                                                                                                                                                        | d. Configuration             |                                                                         |
|       |                                                                                                                                                                                                        | e. User access               |                                                                         |
| 10    | Whether the Processor maintains logs for privileged access to their critical systems?                                                                                                                  |                              |                                                                         |
| 11    | Whether privilege access to the Processor environment is permitted from internet?                                                                                                                      |                              |                                                                         |
| 12    | Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?                                                                                              |                              |                                                                         |
| 13    | Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only? |                              |                                                                         |
| 14    | Whether Processor has deployed secure environments for their applications for:                                                                                                                         | a. Production                |                                                                         |
|       |                                                                                                                                                                                                        | b. Disaster recovery         |                                                                         |
|       |                                                                                                                                                                                                        | c. Testing environments      |                                                                         |
| 15    | Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:                                                                                            | a. Web                       |                                                                         |
|       |                                                                                                                                                                                                        | b. App                       |                                                                         |
|       |                                                                                                                                                                                                        | c. DB                        |                                                                         |
|       |                                                                                                                                                                                                        | d. Critical applications     |                                                                         |
|       |                                                                                                                                                                                                        | e. Non-Critical applications |                                                                         |
|       |                                                                                                                                                                                                        | f. UAT                       |                                                                         |
| 16    | Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?                                                                                          |                              |                                                                         |
| 17    | Whether Internet access is permitted on:                                                                                                                                                               | a. Internal servers          |                                                                         |
|       |                                                                                                                                                                                                        | b. Database servers          |                                                                         |
|       |                                                                                                                                                                                                        | c. Any other servers         |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                       | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------|
| 18    | Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations? |                       |                                                                         |
| 19    | Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?                                                               |                       |                                                                         |
| 20    | Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?                                                      |                       |                                                                         |
| 21    | Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?                                                         |                       |                                                                         |
| 22    | Whether the Processor has deployed any open source or free software in their environment?                                                                                        |                       |                                                                         |
|       | If yes, whether security review has been done for such software?                                                                                                                 |                       |                                                                         |
| 23    | Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?                                                                                            |                       |                                                                         |
| 24    | Whether the data shared with the Processor is of sensitive nature?                                                                                                               |                       |                                                                         |
| 25    | Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?                                                                      |                       |                                                                         |
| 26    | Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)                                                        |                       |                                                                         |
| 27    | Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?                                                        |                       |                                                                         |
| 28    | Whether the Processor is required to store the data owned by State Bank?                                                                                                         |                       |                                                                         |
| 29    | Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?                                      |                       |                                                                         |
| 30    | Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?                                                                                  |                       |                                                                         |



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



| S. No | Controls to be implemented | Compliance (Yes / No)                                                                                                                                               | If under implementation, give date by which implementation will be done |
|-------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|       |                            | Special emphasis on section 43A of IT Act 2000 apart from others.                                                                                                   |                                                                         |
|       |                            | e. Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to SBI, due to vendor negligence.                     |                                                                         |
|       |                            | f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies. |                                                                         |

XXXXX



**Appendix-K**

**NON-DISCLOSURE AGREEMENT**

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

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

And

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

And Whereas

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

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

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

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

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

2. **Restrictions**

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

sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

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

3. **Rights and Remedies**

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

- i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting

from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all

Request For Proposal/Limited Tender Enquiry for Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for Providing Niche Technology Resources for Implementation and Support of Centralized DevSecOps Platform



Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

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

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

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

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

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

Request For Proposal/Limited Tender Enquiry for  
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Providing Niche Technology Resources for  
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DevSecOps Platform



**Appendix-L**

**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> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |

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DevSecOps Platform



**Appendix–M**

**Format for Submission of Client References**

**To whosoever it may concern**

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

**Name & Signature of authorised signatory**

**Seal of Company**



**Appendix-N**

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

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its \_\_\_\_\_ Department / Office at Global IT Center at CBD Belapur, \_\_\_\_\_ 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

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

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price

in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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

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

**1. Commitments of the BUYER**

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

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in

furtherance to secure it and in particular commit itself to the following:

- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt

practice, unfair means and illegal activities.

- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### 3. **Previous Transgression**

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

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any

Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same- without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

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

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

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

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

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

**6. Fall Clause**

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



**7. Independent Monitors**

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

|                                                  |                                                                  |
|--------------------------------------------------|------------------------------------------------------------------|
| Shri Otem Dai IAS (Retd.)<br>otemdai@hotmail.com | Shri Satyajit Mohanty IPS (Retd.)<br>satyajitmohanty88@gmail.com |
|--------------------------------------------------|------------------------------------------------------------------|

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion

arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

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

**9. Law and Place of Jurisdiction**

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

**10. Other Legal Actions**

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

**11. Validity**

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

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

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

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

For BIDDER  
Chief Executive Officer/  
Authorised Signatory  
Designation



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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.**

Request For Proposal/Limited Tender Enquiry for Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for Providing Niche Technology Resources for Implementation and Support of Centralized DevSecOps Platform



**Appendix-O**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
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**EMD BANK GUARANTEE FOR  
NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE  
RFP NO. SBI/GITC/Platform Engineering-III/2024/2025/1249 DATED 03/12/2024**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide \_\_\_\_\_(name of Service) as are set out in the Request for Proposal **SBI/GITC/Platform Engineering-III/2024/2025/1249** dated 03/12/2024.

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

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

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any

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

6. We hereby further agree that –

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

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g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

(a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)

(b) This Bank Guarantee shall be valid upto .....

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of

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

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

**Appendix-P**

**Resource profiles**

The bidder should ensure that all necessary resources (Employed by bidder, cannot be sub-contracted) with relevant skill sets required for delivery of DevSecOps solution are selected and provided in a timely manner. Post completion of the solution setup and onboarding, the bidder will be required to transfer relevant skills to relevant bank personnel via training and documentation.

The list of roles provided below are subject to change upon discretion of the bank, based on requirements of applications and other assessment factors. The bidder can also provide the list of roles that they deem fit to meet project requirements, and the bank will take a decision as deemed fit. The details of the roles and the illustrative list of responsibilities are as follows:

| Role                                | Project Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Indicative list of responsibilities | <ul style="list-style-type: none"> <li>• Oversee and orchestrate the entire DevSecOps solution build project from initiation to completion</li> <li>• Coordinate with stakeholders to gather requirements and define application-wise requirements</li> <li>• Coordinate between various application and supporting teams to drive the DevSecOps solution build and onboarding of applications</li> <li>• Organize and drive team ceremonies such as daily stand-ups, sprint planning, and retrospectives</li> <li>• Ensure efficient resource allocation to facilitate timely completion of project tasks and milestones</li> <li>• Facilitate communication between teams, ensuring alignment and collaboration</li> <li>• Conduct regular status meetings and provide project status updates to bank stakeholders</li> <li>• Continuously assess and identify risks to project completion and chart plan to mitigate the same</li> <li>• Ensure project delivery follows banking regulations and internal policies</li> <li>• Ensure adherence of delivery methodology with project management best practices</li> <li>• Collaborate with application teams to chart and implement onboarding plan</li> </ul> |



|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Experience required       | <ul style="list-style-type: none"> <li>• 7 years or more of experience in IT project management, with at least 2 years in DevOps/DevSecOps delivery</li> <li>• Proven experience managing large-scale, complex projects, preferably in the financial sector</li> <li>• Demonstrated experience in managing DevSecOps or similar projects</li> <li>• Strong understanding of project management methodologies (ex: Agile, Scrum, Waterfall)</li> </ul>                    |
| Qualifications and skills | <ul style="list-style-type: none"> <li>• Bachelor’s degree (4year) in Computer Science/Information Technology / Electronics &amp; Communication Engineering or MCA or MSc IT/Computer Science or MBA IT or MBA Project Management.</li> <li>• PMP, or similar project management certification</li> <li>• Strong leadership, communication, and organizational skills</li> <li>• Proficiency in project management tools like MS Project, Jira, or equivalent</li> </ul> |

| Role                                | DevSecOps architect                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Indicative list of responsibilities | <ul style="list-style-type: none"> <li>• Design the architecture of the DevSecOps solution, ensuring scalability, security, and reliability</li> <li>• Define the technology stack and integration points with existing applications of the bank</li> <li>• Collaborate with stakeholders to understand requirements and translate them into technical specifications for each bank application to be onboarded</li> <li>• Ensure the solution adheres to best practices in security, compliance, and DevOps</li> <li>• Conduct architectural reviews and audits to ensure alignment with the design, and for any vulnerabilities in design</li> <li>• Ensure incorporation of best-in-class tooling in DevSecOps, enabling tracking of any tools or technologies that need to be incorporated</li> <li>• Coordinate with bank stakeholders to define and design infrastructure required to build the DevSecOps solution</li> </ul> |
| Experience required                 | <ul style="list-style-type: none"> <li>• 7 years or more of experience in software architecture and design, with at least 2 years focused on DevSecOps</li> <li>• Proven experience in designing and implementing large-scale, secure, and reliable systems for BFSI clients</li> <li>• Strong understanding of DevSecOps architecture, system architecture and containerization technologies (Docker, Kubernetes)</li> <li>• In-depth knowledge of CI/CD pipelines, infrastructure as code (IaC), and security best practices</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                           |



|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Qualifications and skills | <ul style="list-style-type: none"> <li>• Bachelor’s degree (4year) in Computer Science/Information Technology / Electronics &amp; Communication Engineering or MCA or MSc IT/Computer Science</li> <li>• Relevant certifications (e.g., AWS Certified Solutions Architect, Certified Kubernetes Administrator).</li> <li>• Excellent problem-solving, analytical, and communication skills</li> <li>• Proficiency in architectural design tools and methodologies</li> </ul> |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Role                                | Integration architect                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Indicative list of responsibilities | <ul style="list-style-type: none"> <li>• Design the architecture to implement secure, scalable, and reliable infrastructure</li> <li>• Enable the end-to-end integration of source code repositories and different components</li> <li>• Design the deployment strategy of pushing source code based on each application</li> <li>• Define the architecture across different environments and the infrastructure required to support the same</li> <li>• Collaborate with stakeholders to understand requirements and ensure that they are integrated for each bank application to be onboarded</li> <li>• Define the deployment and CI/CD strategy for each application based on particular department requirements</li> <li>• Conduct integration reviews and audits to ensure alignment with the design, and for any vulnerabilities in design</li> <li>• Coordinate with bank stakeholders to define and integrate the infrastructure required to build the DevSecOps solution</li> </ul> |
| Experience required                 | <ul style="list-style-type: none"> <li>• 5 years or more of experience in IT system integration/DevOps/DevSecOps solutions</li> <li>• Proven experience in designing and implementing large-scale, secure, and reliable systems for BFSI clients</li> <li>• Strong understanding of DevSecOps architecture, system architecture and containerization technologies (Docker, Kubernetes)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Qualifications and skills           | <ul style="list-style-type: none"> <li>• Bachelor’s degree (4year) in Computer Science/Information Technology / Electronics &amp; Communication Engineering or MCA or MSc IT/Computer Science</li> <li>• Relevant certifications (e.g., AWS Certified Solutions Architect, Certified Kubernetes Administrator).</li> <li>• Excellent problem-solving, analytical, and communication skills</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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- Proficiency in architectural design tools and methodologies

| <b>Role</b>                         | <b>DevSecOps Senior Engineer</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Indicative list of responsibilities | <ul style="list-style-type: none"> <li>• Build, configure and maintain the DevSecOps solution as per the architectural design</li> <li>• Ensure the solution meets the bank’s application-wise requirements, while also meeting engineering and security standards set by the bank</li> <li>• Develop and manage CI/CD pipelines to automate the software delivery process</li> <li>• Ensure the solution built by the bidder is secure, scalable, and reliable</li> <li>• Collaborate with development, QA, and security teams to ensure seamless integration</li> <li>• Ensure facility for containerized development for microservices based applications</li> <li>• Collaborate with application departments to onboard them onto the DevSecOps solution</li> </ul> |
| Experience required                 | <ul style="list-style-type: none"> <li>• 5 years or more of experience, with 2 years in DevOps/DevSecOps implementation</li> <li>• Hands-on experience with CI/CD tools</li> <li>• Strong scripting skills and experience with languages specified by the bank application departments</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Qualifications and skills           | <ul style="list-style-type: none"> <li>• Bachelor’s degree (4year) in Computer Science/Information Technology / Electronics &amp; Communication Engineering or MCA or MSc IT/Computer Science</li> <li>• Relevant certifications (e.g.,: Certified DevOps Engineer, AWS Certified DevOps Engineer)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| <b>Role</b>                         | <b>DevSecOps Engineer</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Indicative list of responsibilities | <ul style="list-style-type: none"> <li>• Build, configure and maintain the DevSecOps solution as per the architectural design</li> <li>• Ensure the solution meets the bank’s application-wise requirements, while also meeting engineering and security standards set by the bank</li> <li>• Develop and manage CI/CD pipelines to automate the software delivery process</li> <li>• Ensure the solution built by the bidder is secure, scalable, and reliable</li> </ul> |



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|                           |                                                                                                                                                                                                                                                                                                                                       |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <ul style="list-style-type: none"> <li>• Collaborate with development, QA, and security teams to ensure seamless integration</li> <li>• Ensure facility for containerized development for microservices based applications</li> <li>• Collaborate with application departments to onboard them onto the DevSecOps solution</li> </ul> |
| Experience required       | <ul style="list-style-type: none"> <li>• 3 years or more of experience, with 1 year in DevOps/DevSecOps implementation</li> <li>• Hands-on experience with CI/CD tools</li> <li>• Strong scripting skills and experience with languages specified by the bank application departments</li> </ul>                                      |
| Qualifications and skills | <ul style="list-style-type: none"> <li>• Bachelor’s degree (4year) in Computer Science/Information Technology / Electronics &amp; Communication Engineering or MCA or MSc IT/Computer Science</li> <li>• Relevant certifications (e.g.,: Certified DevOps Engineer, AWS Certified DevOps Engineer)</li> </ul>                         |

| Role                                | Integration engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Indicative list of responsibilities | <ul style="list-style-type: none"> <li>• Coordinate with application departments to conduct infra and system sizing of applications</li> <li>• Integration of end-to-end DevSecOps tools across demand planning, build, testing, monitoring, and so on</li> <li>• Implement build, deployment and testing pipelines for each application depending on the specific requirements of each application</li> <li>• Define pipeline triggers and workflows to enable end-to-end orchestration of build and deployments</li> <li>• Conduct root cause analysis for incidents and implement interventions to prevent the same</li> <li>• Implement security best practices in integration processes</li> <li>• Connect disparate systems and applications to enable secure data exchange and process automation</li> </ul> |
| Experience required                 | <ul style="list-style-type: none"> <li>• 4 years or more of experience in integration of platform</li> <li>• Hands-on experience with DevOps and monitoring tools</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Qualifications and skills           | <ul style="list-style-type: none"> <li>• Bachelor’s degree (4year) in Computer Science/Information Technology / Electronics &amp; Communication Engineering or MCA or MSc IT/Computer Science</li> <li>• Relevant certifications</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



- The bank reserves the right to hire more resources from the bidder at cost across the project lifecycle.
- Responsibilities listed above are indicative and non-exhaustive and will be tailored to meet requirements of solution development. The bidder is required to conduct diligence on the solution requirements, vision of the bank, and suggest exhaustive roles required to enable the solution build.
- As per the scope of this project, the sub-contracting by the bidder is not allowed.
- The bidder is to ensure that the resources support and work with respective application teams to onboard them onto the DevSecOps solution setup by bidder.

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**Appendix-Q**

**Tentative Resource Requirement Workplan**

The tentative workplan with roles and resource requirement across phases of the project have been listed below. The list displayed below is subject to change at the discretion of the bank based on project requirements and the bidder is expected to accommodate changes in the same.

**From December 2024 to March 2025**

| <b>Implementation resources</b> | <b>DevSecOps Architect</b> | <b>Integration Architect</b> | <b>DevSec Ops Senior engineer</b> | <b>Integration Engineer</b> | <b>Project Manager</b> | <b>Managed Services resources in general shift (9x5)- : DevSecOps Engineer - 2, Integration Engineer - 2</b> |
|---------------------------------|----------------------------|------------------------------|-----------------------------------|-----------------------------|------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Dec'24</b>                   | 1                          | 1                            | 0                                 | 2                           | 1                      | 0                                                                                                            |
| <b>Jan'25</b>                   | 1                          | 1                            | 0                                 | 2                           | 1                      | 0                                                                                                            |
| <b>Feb'25</b>                   | 1                          | 1                            | 0                                 | 2                           | 1                      | 0                                                                                                            |
| <b>Mar'25</b>                   | 1                          | 1                            | 4                                 | 2                           | 1                      | 0                                                                                                            |
| <b>Total ManMonths</b>          | 4                          | 4                            | 4                                 | 8                           | 4                      | 0                                                                                                            |

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**From April 2025 to March 2026**

| <b>Implement<br/>ation<br/>resources</b> | <b>DevSecOps<br/>Architect</b> | <b>Integratio<br/>n<br/>Architect</b> | <b>DevSecOps<br/>Senior<br/>engineer</b> | <b>Integration<br/>Engineer</b> | <b>Project<br/>Manager</b> | <b>Managed<br/>Services<br/>resources in<br/>general shift<br/>(9x5)- :<br/>DevSecOps<br/>Senior<br/>Engineer - 2,<br/>Integration<br/>Engineer - 2</b> |
|------------------------------------------|--------------------------------|---------------------------------------|------------------------------------------|---------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Apr'25</b>                            | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>May' 25</b>                           | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>Jun'25</b>                            | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>July' 25</b>                          | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>Aug' 25</b>                           | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>Sep'25</b>                            | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>Oct'25</b>                            | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>Nov'25</b>                            | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>Dec'25</b>                            | 1                              | 1                                     | 5                                        | 2                               | 1                          | 0                                                                                                                                                       |
| <b>Jan'26</b>                            | 1                              | 1                                     | 5                                        | 2                               | 1                          | 4                                                                                                                                                       |
| <b>Feb' 26</b>                           | 1                              | 1                                     | 5                                        | 2                               | 1                          | 4                                                                                                                                                       |
| <b>Mar'26</b>                            | 1                              | 1                                     | 5                                        | 2                               | 1                          | 4                                                                                                                                                       |
| <b>Total<br/>ManMonths</b>               | 12                             | 12                                    | 60                                       | 24                              | 12                         | 12                                                                                                                                                      |

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**From April 2026 to March 2027**

| <b>Implementation resources</b> | <b>DevSecOps Architect</b> | <b>Integration Architect</b> | <b>DevSecOps Senior engineer</b> | <b>Integration Engineer</b> | <b>Project Manager</b> | <b>Managed Services resources in general shift (9x5)- : DevSecOps Engineer - 2, Integration Engineer - 2</b> |
|---------------------------------|----------------------------|------------------------------|----------------------------------|-----------------------------|------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Apr'26</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>May' 26</b>                  | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Jun'26</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>July' 25</b>                 | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Aug' 26</b>                  | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Sep'26</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Oct'26</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Nov'26</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Dec'26</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Jan'27</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Feb' 27</b>                  | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Mar'27</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Total ManMonths</b>          | 12                         | 12                           | 60                               | 24                          | 12                     | 48                                                                                                           |

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**From April 2027 to March 2028**

| <b>Implementation resources</b> | <b>DevSecOps Architect</b> | <b>Integration Architect</b> | <b>DevSecOps Senior engineer</b> | <b>Integration Engineer</b> | <b>Project Manager</b> | <b>Managed Services resources in general shift (9x5)- : DevSecOps Engineer - 2, Integration Engineer - 2</b> |
|---------------------------------|----------------------------|------------------------------|----------------------------------|-----------------------------|------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Apr'27</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>May' 27</b>                  | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Jun'27</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>July' 27</b>                 | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Aug' 27</b>                  | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Sep'27</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Oct'27</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Nov'27</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Dec'27</b>                   | 1                          | 1                            | 5                                | 2                           | 1                      | 4                                                                                                            |
| <b>Jan'28</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Feb' 28</b>                  | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Mar'28</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Total ManMonths</b>          | 9                          | 9                            | 45                               | 18                          | 9                      | 48                                                                                                           |

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**From April 2028 to March 2029**

| <b>Implementation resources</b> | <b>DevSecOps Architect</b> | <b>Integration Architect</b> | <b>DevSecOps Senior engineer</b> | <b>Integration Engineer</b> | <b>Project Manager</b> | <b>Managed Services resources in general shift (9x5)- : DevSecOps Engineer - 2, Integration Engineer - 2</b> |
|---------------------------------|----------------------------|------------------------------|----------------------------------|-----------------------------|------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Apr'28</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>May' 28</b>                  | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Jun'28</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>July' 28</b>                 | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Aug' 28</b>                  | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Sep'28</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Oct'28</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Nov'28</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Dec'28</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Jan'29</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Feb' 29</b>                  | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Mar'29</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Total ManMonths</b>          | 0                          | 0                            | 0                                | 0                           | 0                      | 48                                                                                                           |

Request For Proposal/Limited Tender Enquiry for Engaging Competent Resources from Bank Empanelment of Category-I IT Companies for Providing Niche Technology Resources for Implementation and Support of Centralized DevSecOps Platform



**From April 2029 to November 2029**

| <b>Implementation resources</b> | <b>DevSecOps Architect</b> | <b>Integration Architect</b> | <b>DevSecOps Senior engineer</b> | <b>Integration Engineer</b> | <b>Project Manager</b> | <b>Managed Services resources in general shift (9x5)- : DevSecOps Engineer - 2, Integration Engineer - 2</b> |
|---------------------------------|----------------------------|------------------------------|----------------------------------|-----------------------------|------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Apr'29</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>May' 29</b>                  | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Jun'29</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>July' 29</b>                 | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Aug' 29</b>                  | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Sep'29</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Oct'29</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Nov'29</b>                   | 0                          | 0                            | 0                                | 0                           | 0                      | 4                                                                                                            |
| <b>Total ManMonths</b>          | 0                          | 0                            | 0                                | 0                           | 0                      | 32                                                                                                           |



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| <b>Man-Months ( Resource Wise)</b>                                                                           | <b>FY 24-25</b> | <b>FY 25-26</b> | <b>FY 26-27</b> | <b>FY 27-28</b> | <b>FY 28-29</b> | <b>FY 29-30</b> | <b>Total ManMonths</b> |
|--------------------------------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------------|
| <b>DevSecOps Architect</b>                                                                                   | 4               | 12              | 12              | 9               | 0               | 0               | 37                     |
| <b>Integration Architect</b>                                                                                 | 4               | 12              | 12              | 9               | 0               | 0               | 37                     |
| <b>DevSecOps Senior Engineer</b>                                                                             | 4               | 60              | 60              | 45              | 0               | 0               | 169                    |
| <b>Integration Engineer</b>                                                                                  | 8               | 24              | 24              | 18              | 0               | 0               | 74                     |
| <b>Project Manager</b>                                                                                       | 4               | 12              | 12              | 9               | 0               | 0               | 37                     |
| <b>Managed Services Resources in general shift (9x5)- : DevSecOps Engineer - 2, Integration Engineer - 2</b> | 0               | 12              | 48              | 48              | 48              | 32              | 188                    |
|                                                                                                              |                 |                 |                 |                 |                 |                 | <b>542</b>             |

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