OSBI

REQUEST FOR PROPOSAL
FOR ENGAGEMENT OF TECHNOLOGY SERVICE PROVIDER FOR
SOFTWARE MIGRATION, DEVELOPMENT, DEPLOYMENT,
PROCUREMENT, MAINTENANCE, CUSTOMIZATION, INTEGRATION AND
SUPPORT SERVICES FOR CENTRAL BANK DIGITAL CURRENCY PROJECT

Ref: SBI/TBSSP/RFP/CBDC/2024-25/002 dated 25.07.2024

STATE BANK OF INDIA
TRANSACTION BANKING SOLUTIONS & SPECIAL PROJECTS
DEPARTMENT
CORPORATE CENTRE,
MAFATLAL CENTRE, SECOND FLOOR,
NARIMAN POINT,
MUMBAI – 400 021.

SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact Details of Issuing Department	**Name**: Ankala Syam Prasad **Designation**: Deputy General Manager NI (RB &O) **Email ID**: dgm2.ni@sbi.co.in **Contact Address**: State Bank of India, 2nd Floor, Mafatlal Centre, Corporate Centre, Mumbai. **Contact Number**: +91 8591276124
2	Bid Document Availability including changes / amendments, if any to be issued	RFP may be downloaded from Bank's website https://bank.sbi procurement news from 25.07.2024 to 16.08.2024 (Upto 1830 Hrs.)
3	Last date for requesting clarification	Up to 1700 Hrs. on 30.07.2024 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting (Online)	From 1500 Hrs. to 1600 Hrs. on 31.07.2024 through online meeting (interested bidders are required to share their e-mail id)
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 05.08.2024
6	Last date and time for Bid submission	16.08.2024 (Upto 1830 Hrs.)
7	Address for submission of Bids	Bids to be submitted on the e-tendering portal https://etender.sbi
8	Date and Time of opening of Technical Bids	1600 Hrs. on 17.08.2024 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.

10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Rs. 20,000/- (Rs. Twenty Thousand only) Amount should be deposited in: A/c No: 10768099503 IFSC: SBIN0008586 Account Name: SBI Central Office OMD A/c Tender fee will be non-refundable.	
12	Earnest Money Deposit	Rs. 75,00,000/- (Rs. Seventy-Five Lakh only) Amount should be deposited in: A/c No: 10768099503 IFSC: SBIN0008586 Account Name: SBI Central Office OMD A/c **Or** EMD should be in the form of a bank guarantee, valid upto 180 days from bid submission date. **Bidder should deposit EMD and Tender Fee separately.**	
13	Bank Guarantee	Rs. 50,00,000/- (Rs. Fifty Lakh only)	Performance Security in form of BG should be valid for 5 years and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	Name: e-procurement Technologies Limited <table><tr><th>Name</th><th>Mobile No.</th><th>Email Id</th></tr><tr><td>Fahad Khan</td><td>6352631766</td><td>fahad@eptl.in</td></tr><tr><td>Utkarsh Pal</td><td>6352632098</td><td>utkarsh@eptl.in</td></tr><tr><td>Mubassera Mansuri</td><td>7859800621</td><td>mubassera@eptl.in</td></tr><tr><td>Hiral Purohit</td><td>6352631968</td><td>hiral.purohit@eptl.in</td></tr><tr><td>Manish Pathak</td><td>9265562819</td><td>manish.p@eptl.in</td></tr></table>	

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Part-II

1. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as **'SBI/the Bank')**, having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** and the Bank sponsored Regional Rural Banks (RRBs) for Software Migration, Development, Deployment, Procurement, Maintenance, Customization, Integration and Support of Software Solution and Services for Central Bank Digital Currency Project.

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

ii. In order to meet the Software Solution and Service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP document.

iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Software Solution and Service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.

v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution and Service desired in this RFP. The proposed Software Solution and Service must integrate with Bank's existing infrastructure seamlessly.

vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed Software Solution and Service for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Software Solution and Service adhering to Bank's requirements outlined in this RFP.

2. DISCLAIMER:

i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.

ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.

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

3. DEFINITIONS:

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

i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.

ii. **"Bidder/Channel Partner"** means an eligible entity/firm submitting the Bid in response to this RFP.

iii. **"Bid"** means the written reply or submission of response to this RFP.

iv. **"The Contract"** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

v. **"Total Contract Price/Project Cost/TCO"** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

vi. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

vii. **Software Solution/ Services/ System – "Software Solution" or "Services" or "System"** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under the RFP.

4. SCOPE OF WORK:

a. Detailed scope of work is given in **Appendix-E** of this document.

b. The selected bidder is required to take over the current deployment of the project including RTSP and DTSP modules.

c. The handover process may continue for 3 to 6 months for smooth transition of RTSP modules; however, the selected bidder will provide required support upto the successful and complete handover of the current deployment.

d. The handover process for DTSP module will start from April 2026. The selected bidder is required to ensure availability of corresponding resources with skillset to handle DTSP Module. The bidder must deploy the DTSP node and host it in Bank's on-premises Private cloud. The bidder must provide end-to-end managed services, maintenance and provide L1/L2 support services for DTSP module implemented at Bank's end. The Scope of work may vary as per the instructions and dependencies of the regulatory authority or NPCI for which the TSP Partner should implement, develop, and manage the necessary changes/updates as informed by the Bank.

e. The selected bidder is required to implement the best practices of Mobile App Security.

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

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

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

iii. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.

iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.

v. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

vi. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

   (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.

   (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical bid as prescribed in **Appendix-O** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

6. COST OF BID DOCUMENT:

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

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

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-M** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.

iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENTS:

i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.

ii. EMD is required to protect the Bank against the risk of Bidder's conduct.

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

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

iii. 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.

iv. 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.

v. 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.**

vi. No interest is payable on EMD.

vii. **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.

viii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for Technical and Price on portal of e-Procurement agency for Engagement of Technology Service Provider for Software Migration, Development, Deployment, Procurement, Maintenance, Customization, Integration and Support of Software Solution and Services for Central Bank Digital Currency Project in response to the RFP No. SBI/TBSSP/RFP/CBDC/2024-25/002 dated 25.07.2024. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:

(a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.

(b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.

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

(d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C.**

(e) Bidder's details as per **Appendix-D** on Bidder's letter head.

(f) Audited financial statement and profit and loss account statement as mentioned in Part-II.

(g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

(h) 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) Copy of registration certificate issued by competent authority as mentioned in Eligibility Criteria under Appendix-B.

(j) Certificate of local content as per **Appendix-G.**

ii. **Indicative Price Bid for** providing of Software Migration, Development, Deployment, Procurement, Maintenance, Customization, Integration and Support of Software Solution and Services for Central Bank Digital Currency Project in response to the **RFP No. SBI/TBSSP/RFP/CBDC/2024-25/002 dated 25.07.2024** 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,

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SBI

the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Sl. No. 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.

ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

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

i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.

ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.

iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any 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 Software Solution/service proposed to be offered by them.

vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ 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.

iii. To qualify for the opening of indicative price bid, the Bidder must get a minimum overall technical score of 70 (Seventy) Marks as per **Appendix-C**.

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 any revision/clarification 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 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

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SBI

'Class-II local supplier' hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

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

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

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

Verification of local content

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

ii. Total cost of Software Solution and 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.

iii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

iv. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix of this RFP together with acceptance of all terms and conditions of RFP.

v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

vi. The successful Bidder shall be required to enter into a Contract (SLA) with the Bank on format prescribed in Appendix-K and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.

vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. POWERS TO VARY OR OMIT WORK:

i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions,

the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

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

22. CONTRACT AMENDMENT:

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

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

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

24. BANK GUARANTEE:

i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-H** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

ii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

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

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

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

26. SERVICES:

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

ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.

iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.

iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.

vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.

vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc. in case the Bank chooses not to upgrade to latest version.

viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.

ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&S period.

x. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.

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

27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

i. The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by State Bank of India.

ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank

at no additional cost. During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

iv. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

v. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.

vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
   (a) Diagnostics for identification of systems failures
   (b) Protection of data/ Configuration
   (c) Recovery/ restart facility
   (d) Backup of system software/ Configuration

vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

28. PENALTIES:

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

29. RIGHT TO VERIFICATION:

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

30. INSPECTION AND TESTING:

i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the product on a representative model at Service Provider's location.

ii. The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows:

   (a) Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing.

   (b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.

iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the

specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.

v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

31. RIGHT TO AUDIT:

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

ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on

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

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

32. SUBCONTRACTING:

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

33. VALIDITY OF AGREEMENT:

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

34. LIMITATION OF LIABILITY:

i.   The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.

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

iii.   The limitations set forth herein shall not apply with respect to:

a)   claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
b)   damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
c)   damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
d)   Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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

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

35. CONFIDENTIALITY:

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

36. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in this RFP.

ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

37. SERVICE PROVIDER'S OBLIGATIONS:

i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic

principles and exercising all means available to achieve the performance specified in the Contract.

ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.

v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-L** of this RFP.

vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.

vii. Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

38. TECHNICAL DOCUMENTATION:

i. Service Provider shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

ii. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all

dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.

iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

39. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third-party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.

ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

iii. Subject to below mentioned sub-clause *(iv) and (v)* of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.

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

v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code /object code /executable code and compilation procedures of the Software Solution made under this agreement are the proprietary property of the Bank and as such Service Provider shall make them available to the Bank after successful User Acceptance Testing. Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

40. LIQUIDATED DAMAGES:

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

0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

41. CONFLICT OF INTEREST:

i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

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

shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.

iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

42. CODE OF INTEGRITY AND DEBARMENT/BANNING:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

    (a) "**corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

    (b) "**Fraudulent practice**" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

    (c) "**Coercive practice**" means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

    (d) "**Anti-competitive practice**" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

    (e) "**Obstructive practice**" means materially impede the Bank's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment/Banning
Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and

performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

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

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

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);

- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);

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

(b) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank under Clause *42" CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i)* hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;

- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;

- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or

- Banning by Ministry/Department or any other Government agency;

- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;

- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.

- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

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

43. TERMINATION FOR DEFAULT:

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

(a) If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;

(b) If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;

(c) Violations of any terms and conditions stipulated in the RFP;

(d) On happening of any termination event mentioned in the RFP/Agreement.

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

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

iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.

vi. In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the

term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

44. FORCE MAJEURE:

i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

45. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service

Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

46. TERMINATION FOR CONVENIENCE:

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

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

47. DISPUTE RESOLUTION

i. All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and Contract SLA) thereto (including dispute concerning interpretation) or in discharge of any obligation arising out of the RFP and Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent courts at Mumbai. The competent courts in Mumbai 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.

48. GOVERNING LANGUAGE:

The governing language shall be English.

49. APPLICABLE LAW:

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

50. TAXES AND DUTIES:

i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted.

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 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.

51. TAX DEDUCTION AT SOURCE:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

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

52. TENDER FEE:

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

53. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

i. NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.

ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

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

iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

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

54. NOTICES:

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

Part-II

Appendix–A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI:xx:xxdated dd/mm/yyyy

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

i.   While submitting this Bid, we certify that:

  ▪ The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.

  ▪ We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.

  ▪ Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

  ▪ The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

  ▪ We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

  ▪ We have quoted for all the products/services mentioned in this RFP in our indicative price Bid.

  ▪ The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

ii.   We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

iii.   We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission,

REQUEST FOR PROPOSAL
FOR ENGAGEMENT OF TECHNOLOGY SERVICE PROVIDER FOR PROCUREMENT OF SOFTWARE SOLUTION AND SERVICE FOR CENTRAL BANK DIGITAL CURRENCY PROJECT

SBI

fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.

vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.

vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-K** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.

viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.

ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a 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. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.

xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.

xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.

xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

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

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

_____

(Signature)   *(Name)*

        (In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____**Seal of the 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:

Sl. No.	Clause	Documents required
1	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020	Bidder should specifically certify in **Appendix-A** in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3	The bidder should be an Original Software Developer (OSD) or their authorized representative in India. In case of the OSD is participating in the tendering process directly, authorized representative of that OSD will not be permitted to participate in the same tendering process.	An undertaking on company's letterhead certifying the bidder as Original Software Developer (OSD). **OR** In case of an authorized representative, Undertaking / Power of Attorney (PoA) from the OSD mentioning a clause that OSD will provide support services during warranty/ATS period if the bidder authorized by them fails to perform.
4	The Bidder must have an average turnover of minimum Rs. 25 crores during last 03 (three) financial year(s) i.e. FY 2020-21, FY 2021-22 and FY 2022-23. This must be the individual company's average turnover and not of any group of companies.	Copy of the audited financial statement for required financial years.

Sl. No.	Clause	Documents required
5	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 4 above.	Copy of the audited financial statement for required financial years.
6	The bidder should have experience of development, implementation, and maintenance of any secured digital project for GOI/State Govt. or any agency of the GOI/State Govt. or in BFSI sector during the last 2 years. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed the projects in India. (Start and End Date of the Project to be mentioned)	Relevant copy of Purchase Order/SLA along with any one of the following should be submitted: • Completion Certificates • Project Sign-offs • payment invoices • Satisfactory client certificate Bidder should specifically confirm Client references on their letter head as per **Appendix-N**.
7	The bidder should have experience in carrying out software development, implementation, and maintenance of end-to-end Web Applications, API Services, Database, Mobile Application, Messaging Queues, Kubernetes, Blockchain, Cloud in BFSI sector for an aggregate value of at least **10 crores** in the last 5 years.	Copies of Purchase Order / Work Order / TAX Invoice.
8	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.	Certificate of local content to be submitted as per **Appendix-G**.
9	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.

Sl. No.	Clause	Documents required
10	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.	Bidder should specifically certify in **Appendix-A** in this regard.
11	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.

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.

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Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision/clarification thereto will be applicable for this RFP and the same is documented under section 19 'AWARD CRITERIA AND AWARD OF CONTRACT' of this RFP.

Eligibility criteria mentioned at Sl. No. 4 to 7 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

i. Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department

of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at Sl. No. 4 to 7 in table above.

iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory

Seal of Company

Appendix-C

Technical & Functional Specifications

The Technical and Functional requirement is divided into four key sections with details on each section below:

> A. CBDC RTSP Solution Modules
> B. CBDC DTSP Solution Module
> C. Additional Services
> D. Future use case of Retail CBDC
> E. Manpower Deployment

A.   CBDC RTSP Solution Modules

1. CBDC Mobile Wallet Application:
   NPCI has developed the Mobile Token Wallet App SDK and shares the same with all the participating banks on request. The onboarded TSP should ensure that the source code provided by NPCI for the Mobile Token Wallet App is integrated with the bank's RTSP node. Further, the TSP to develop, provide and maintain CBDC Wallet Mobile Applications for the Bank as per the Bank requirements for Android and iOS platforms.
   The below offerings must be part of the mobile application (including and not limited to): CBDC Base SDK (Android and iOS) can be integrated into the bank's mobile applications. Base App should integrate the APIs for:
   - Account Number fetch using Mobile Number from CBS
   - Messaging via SMS or e-mails
   - Device Binding through SMS
   - Credit and Debit APIs
   - Debit Card Validation
   - UPI APIs
   - Statement Enquiry
   - Payment Gateway Integration
   - Penny Drop Verification
   - Aadhar-based Verification
   - PAN Card based Verification
   - Support for and integrate with eKYC/ vKYC for Verification
   - Base App with NPCI UX, bank theme, bank UX and user journey

Type of Wallet

As proposed by NPCI, the solution should support two types of wallets based on user consent:

• Custodian Model – The Bank is responsible for managing the keys of the wallet holding tokens on behalf of the user. In this model, a wallet is recoverable with the same public address, Wallet PIN and Tokens held by the user.

• User-Held Model – The user and their device are responsible for key holding. The wallet is not recoverable in the case of a user-held device. (Note: This will be handled in future states based on RBI confirmation.)

The key features of the RTSP Switch modules are detailed out below-
• PSO Gateway
• User Management
• Wallet Management
• Transaction Management
• Business rules & Orchestration
• RTSP & DTSP syncing module
• Reports and MIS

PSO Gateway
The TSP should provide a solution to the Bank that enables SDK Integration with PSO to implement the standardization in terms of PIN capturing for the signing of transactions as well as standard protocol for communication between App-TSP PSO to support multiple validation performed by different systems in between.

The solution should include and not be limited to the following features:
- Heartbeat
- User Registration
- User De-registration
- Pay
- Collect
- Check Status
- List Keys
- Obtain Wallet status
- Rule Check.

User Management
The TSP should provide a solution to the Bank which will support the entire lifecycle for users/ User Access Management as below:
- Registration
- Wallet creation
- Transfer
- Load
- Unload
- KYC process

- Bank account management.
- De-registration and recovery
- Integration with Token SDK (given by PSO)

Application must support the following features in addition to the above lifecycle stages:
- Token Balance Display
- Wallet transaction history
- Displaying User KYC status
- Wallet pin lifecycle (Generation, Update/Reset)
- User Profile management – Custodian /User held
- QR generation and scan
- Recovery flag details
- Multilingual support (English and Hindi mandatory)
- Bank Details

The below mentioned functionalities should be facilitated by the user management module:
  i. Capture user and device details.
  ii. The app should facilitate the Registration of Keys as per standard protocol by Token SDK.
  iii. Supports the Custodian and User Held Wallet Model.
  iv. The application should facilitate the tokens to be spent during the transaction (an Algorithm to select the tokens intelligently during the transaction proposal to minimize the change request based on the value of the transaction).
  v. Support Notifications and Security popups during the transactions and user actions.
  vi. The user should be able to register the details and create a user ID (WALLET ADDRESS) during wallet registration.
  vii. Facilitate Online and offline token transfer processes through various channels.
  viii. Secure wallet management.
  ix. In application facility of raising user disputes and grievances.
  x. Implementation of RBI Token RBI-associated guidelines like display of digital tokens in specific format issued by RBI, display of token IDs, display of quantities of tokens and owner details.

Wallet Management
The TSP should provide a solution to the Bank that could perform wallet management and shall consist of the following:
- Registration (generation of a wallet address)
- Recovery
- De-registration

The key functionalities of the wallet management are mentioned below:

i. Issuance of the wallet ID to the end user of the application after successful registration.

ii. Enabling users to register their Mobile number against the public wallet address.

iii. Allowing users to recover the wallet using a one-time recovery flag via Application as well as Offline channels with proper 2FA. Enabling the Bank to bind the recovery flag against wallet and tokens, so whenever users want to recover tokens, Banks can do the same for them.

iv. Allowing users to deregister the Wallet and to update the wallet address.

v. Integrate with PSO regarding device registration with SDK.

vi. In the case of the Custodian model, the Bank should be able to manage the private key of its end users

vii. Built-in capability for Wallet Pin Management

viii. Built-in capability for Key Rotation of user wallets at defined intervals.

ix. The solution should be capable of blocking the wrong customer signing in to the application with proper checks implemented in the application.

x. Enabling a mechanism with the user to sync the token balance.

xi. All token transaction logs should be captured & maintained as specified by the Bank, as discrepancies associated with Duplicate tokens and counterfeit tokens must be reported to RBI and PSO at defined interval.

Transaction Management

The TSP should provide a solution to the Bank that could assist in the management of tokens, as per the specifications provided by the regulator. Key activities that should be managed by the solution include and are not limited to the following:

- Token Balance
- Transfer Token
- Load Token
- Unload Token
- Set/Reset PIN
- Validate wallet address
- Transaction history
- Passcode set/reset
- CBS Debit/Credit
- Check transaction status

Business Rule & Orchestration

The TSP should provide a solution to the Bank for managing business rules and logic along with a structured framework to conduct the operations. Key features that may be included in the solution and are not limited to, are the following:

- User types based on the KYC process

- Basic wallet
- Minimum KYC Wallets
- Full KYC Wallets
- Transaction threshold/limit
- Flow orchestration
- Other Rules, etc.

RTSP/DTSP Sync Module

The TSP should provide a solution to the Bank for syncing between RTSP and DTSP layers. The expected features include and not limited to are the following:

- Sync load
- Sync unload
- Transfer from RTSP to DTSP layer
- Sync tokens from DTSP to RTSP layer

Reporting & MIS

The TSP should ensure that the solution provided to the Bank handles reports surrounding transactions & user MIS. TSP should, additionally, make provisions to download data for Bank's Analytics team for gaining insights into desired dataset. The solution shall also include audit trail reports for the transactions made using CBDC.

- Transaction Reporting
- Balance Reporting
- Management Information System Reporting
- Regulatory Reporting
- Data Security and confidentiality Reporting, etc.

Token Management

The TSP should ensure that the token management module has the following functionalities:

- Token Inventory Management
- Token Database
- Token Assignment
- Lock & Unlock of Token
- Token Issuance
- Ownership changes of token
- Token holding configuration

Other required capabilities:

- Solution should be capable of checking, whether the user has enough tokens to transfer or not.

- Solution should perform double-spend check (Double-spending is a potential flaw in a digital token scheme in which the same single digital token can be spent more than once. Unlike physical cash, a digital token consists of a digital file that can be duplicated or falsified).
- Solution should ensure that only RBI-issued tokens have been given by DTSP to RTSP (proper validations at both endpoints).
- The solution should be capable of reporting the counterfeit, duplicate or wrong token information to PSO, if detected at the Retail network and report back at the Solution level if detected at the Distribution network.
- It should be capable of changing the ownership of tokens.
- Capability should be there to ensure that, all the tokens issued to the end user, redeemed by the end user, inter Bank (Off us) transactions and intra Bank (on-us) transactions will flow via PSO.
- Capability should be there to report the transactions associated with tokens to its distribution network node.
- Capability should be there to integrate with various banking channels to enable the loading /unloading of tokens against electronic money.
- Solution provider must support single and multiple node architecture for implementing CBDC solution. If TSP proposes any other architecture/DB, the Licensing cost is to be provided as part of the Bill-of-material mentioned elsewhere in the document.
- Integrate with existing banking channel (direct loading from a linked bank account in-app) or PG to facilitate the load and unload operation of tokens against the E-Money:
- To integrate with existing banking systems to facilitate the load and unload operations.
- Loading of tokens can be defined as Debit money from User linked account with wallet, Credit money in a Bank account, Change ownership of tokens from TSP's token vault to the User's Wallet
- Unloading of Tokens can be defined as Change ownership of tokens from the User Wallet to TSP's vault, Debit money from bank account of TSP and Credit money in User the linked account with wallet.

Web Portal (for Bank)

The TSP should provide a solution to the Bank which will handle the following services for the Bank:
- Admin Portal
- KYC Management
- Transaction Management
- Transaction/User Search
- Dispute Report
- MIS
- Merchant Onboarding

Additional requirements that TSPs shall ensure along with the previously listed services are as below:

- TSP Partner must ensure network-related, data security and integrity compliance as per the guidelines of RBI, NPCI and Bank.
- TSP partner must provide built-in capability for capturing Customer grievances and dispute resolution management.
- Solution must be capable of KYC management of users (User classification, Limits) as per the guidelines of the Bank.
- Solution must have built-in capability for destroying the token information once the token is moved from its database in defined intervals.
- Whenever DTSP redeemed the retail tokens with RBI, RTSP needs to be informed and it will not be available for RTSP to issue it to the end user. RTSP is expected to remove the information from its database.

Back-end Solution (API Integration):

The TSP should provide the Back-end Solution which will act as the API interface for mobile applications. It will control the application interactions to translate them from SYNC to ASYNC API calls.

Additional requirements that TSPs should ensure:

- The CBDC solution back-end API must integrate seamlessly with the bank's core banking system, payment network infrastructure and other relevant internal systems.
- Support integration methods like RESTful APIs, webhooks, etc. and data formats like JSON, XML, etc. for efficient data exchange.
- Support security standards and protocols of encryption and authentication. API should be designed to handle future growth in transaction volume and user base.
- Performance of the APIs in terms of response time and transaction processing speeds should be as per best industry standards to ensure smooth user experience and system scalability.

RTSP Switch and Bank Adapter Switch:

The TSP should provide the RTSP Bank adapter switch which will act as an independent component responsible for managing integration with the bank's sub-systems to facilitate seamless CBDC transactions. It will integrate with the following sub-systems of the Bank:

- CBS
- UPI
- eKYC
- Debit Card Management system

- OTP Engine
- SMS gateway
- Aadhaar Vault
- SSM/HSM
- ATM Switch

Additional requirements that TSPs should ensure:

- Further, integration with any other channel apart from the above-mentioned channels may be required based on RBI/NPCI/ Bank's requirement.
- The TSP should perform all the API integration required in the back end with the bank application.

B.   CBDC DTSP SOLUTION MODULE:

DTSP module is a Distributed Ledger Technology based system. By using the Distribution network (for Creation of tokens by Central Bank and Issuance of tokens to intermediary participants [Banks/TSPs]), RBI will create tokens and issue the same to the Banks/TSP's. The bidder must manage, maintain DTSP node deployed on Bank's On-premises infrastructure. If necessary, the Bidder should have the capability to redeploy or rehost the DTSP module on Bank's on-premise infrastructure. Bidder should have the capability to migrate the DTSP module to any other Kubernetes platform provided by the Bank and if required by the Bank. The bidder must provide end-to-end managed services, maintenance

reconciliation and provide L1/L2 support services for DTSP module implemented at Bank's end. The Bidder should also be able to manage the Programmable CBDC (P-CBDC) module which is a part of DTSP. Ensuring Token Reconciliation and Synchronization will be the responsibility of the vendor.

The TSP should ensure that best practices of Kubernetes Security and HyperLedger Security are implemented in the DTSP module. The TSP should ensure that the DTSP deployment in Bank's premises is secure and should be able to secure the Bank's DTSP node as per NPCI guidelines as well as Bank's IT, IS and Data Governance Policies

The Vendor shall be responsible for implementing Secure Configuration of various components of DTSP module as per the Security Requirements of the Bank. The TSP will be responsible for integrating the DTSP module with Hardware HSM or Software HSM as required by the Bank.

The TSP should be able to perform deployments and modifications in the DTSP module as per the specifications, guidelines, SOPs and documents provided by NPCI in a timely manner and as per the requirements of the Bank.

The TSP should coordinate with the Bank's Cloud Team, Network Team and other Bank teams to ensure uptime, availability and smooth operations of the DTSP platform on Bank's Infrastructure.

In view of the entirety and enormity of DTSP module of the CBDC Project, if any service which essentially forms part of project scope is not explicitly mentioned in scope of work, will be considered as part of the RFP and the successful bidder will have to provide the same at no cost to the Bank in the larger interest. Any later plea by the bidder for excluding/omitting of services on the pretext that same was not explicitly mentioned in the RFP will not be accepted by the Bank.

TSP should have experience and the necessary expertise to manage the DTSP setup on On-premise environment. In case the Bank in future decides to migrate the DTSP node to a public cloud environment the Bidder shall perform the migration at no extra cost to the Bank.

The TSP should have expertise in Blockchain (HyperLedger Fabric), Kubernetes, Docker, Redis/Keydb, Mariadb Galera, KAFKA , CouchDb , RABBITMQ, HAPROXY/NGINX, Load balancer Technologies, ELK, LogInsight, Prometheus, Grafana, DevOps, GitOps, HashiCorp Vault, HSM/SoftHSM technologies, Angular/Nodejs. As DTSP involves many niche technologies any future niche technology added by NPCI to the project, the vendor should be able to provide necessary expertise for the same.

C. ADDITIONAL SERVICES

Reconciliation Application:
The TSP should provide a reconciliation solution to the bank for managing the day-to-day reconciliations related to CBDC. The reconciliation solution should be able to perform automated reconciliation between DTSP, RTSP, bank CBS and other Payment systems like UPI. The Reconciliation solution should be able to reconcile the transactions and generate the reports for the same daily. Post reconciliation, the system should be able to generate open entries for fall-out cases and mark the fall-out cases as Unreconciled entries and provide an interface to Bank users to take manual actions for reconciliation.

The TSP must be able to provide reconciliation of the following–
- CBDC with UPI: Interoperable CBDC payment done from CBDC wallet to UPI QR Code.
- CBDC Token with token: P2P and P2M CBDC transactions are done using tokens.
- CBDC with CBS: Reconciliation of CBDC tokens with banks' Core banking system in cases like Loading and unloading of the CBDC wallet.

Key requirements for the reconciliation solution-requirements:

- Accept input files in all standard formats related to CBDC and UPI payment systems performing automated reconciliation between RTSP and CBS systems.
- The Reconciliation System should be capable of handling all new requirements of Bank/NPCI/RBI for this activity.

Generating output files for

- Successful transaction
- Failed transaction
- Time lag transaction
- Exceptional transactions
- The reconciliation frequency should be configurable as per bank requirements.
- Handling customer disputes by raising credit adjustment/Debit Adjustment, chargeback &Representments.
- The system should automate discrepancy identification by flagging mismatches in data.
- MIS maintenance and Report Generation as per bank requirements.
- Any other functions of reconciliation must be an integral part of the application.

Merchant Management:

The TSP should provide a solution to the Bank which will support the entire lifecycle for merchants as specified below:

- Registration
- Adding Merchant Association
- Wallet creation
- Transfer (single/bulk pay/collect)
- Load
- Unload
- KYC process
- Bank account management
- De-registration
- Integration with Token SDK (given by PSO)
- Reporting & MIS for particular merchant
- Customized API or SDK to offer integration support to merchant

KYC/ Document Management:

The TSP should ensure that the solution is equipped with the necessary safety standards to access, acquire, store, and process the information of the documents as uploaded by the users/merchants while performing the KYC procedures. These documents must be stored with necessary encryption standards, within the application. All the necessary stages of KYC such as document upload, authentication, verification and obtaining consent from the user must be handled by the solution for a seamless KYC process. Outline clear processes for document access control and audit trails for regulatory compliance. The KYC solution

should be user-friendly and efficient and minimize friction during customer onboarding without compromising security. The solution must have liveness checks to ensure a real person is creating the account, potentially including facial recognition or a challenge-response mechanism.

Dispute Management:

The TSP should provide a solution for Complaints and Grievance Redressal Mechanism for resolving disputes. The solution for the Bank will facilitate customers in registering complaints, reporting unauthorized transactions, set and changing PIN (Including Aadhaar + OTP). The solution should have capabilities to register a complaint and enable the users to track the same.

Key requirements are listed below-

i.   The TSP should clearly define the dispute resolution process for CBDC transactions, outlining steps for initiating, investigating, and resolving disputes (e.g., transaction errors, unauthorized access, merchant disputes)

ii.   Support the channels available for customers and merchants to initiate disputes within the CBDC ecosystem (e.g., mobile app, dedicated online portal, call center.

iii. Outline the process for collecting and storing evidence relevant to disputes (e.g., transaction logs, receipts, communication records). This ensures transparency and facilitates efficient resolution.

iv.   Adhere to timeframes defined for resolving disputes at various stages (e.g., initial investigation, response to customer/merchant, final resolution). This fosters predictability and improves customer satisfaction.

v.   Capable of integrating with existing dispute resolution systems used by banks for a holistic approach and streamlined processes.

Failed Transaction Handling:

The TSP should be able to provide a solution that can handle various scenarios of failed transactions which could be a result of any activity that may arise due to foreseen and unforeseen circumstances of any of the stakeholders involved during the transaction cycle. The TSP shall ensure that proper response codes are assigned to all transactions as per the bank requirements and thus, the failed transactions shall have a response code as well (Transactions where the status stands unknown due to some reasons shall be considered as failed transactions until the time their confirmation is obtained). The failed transaction solution shall include technical decline transactions, Business decline transactions, Debit Reversals, Credit Reversals, etc. In such cases of failed transactions, the amount credited must get automatically reversed, without the need for the customer/ bank user to raise a complaint/ticket for the same.

Support in TAT Harmonization

With the CBDC-UPI interoperability and the associated transactions, there has been a mismatch in the time-out of these two payment rails and thus, an increasing number of failure in transactions. The solution must be able to solve this situation and be able to handle TAT as per the Bank's requirements.

The TSP should ensure that the provided solution is equipped for updates to follow the latest circulars and guidelines related to the Harmonization of Turn Around Time (TAT) as specified by the RBI, NPCI, or the Bank from time to time.

Dashboards and Reports

The TSP should provide a solution to the Bank for a detailed dashboard with real-time data feed to give the current status on all the attributes in display as elaborated in the following:

• Number of transactions processed from start to current
• Transactions per second TPS
• Number of success transactions
• Number of status unknown transaction
• Number of failed transactions with response code
• Total running time in hours, minutes and seconds (hh:mm:ss format)
• Status of original and verification requests for a given transaction
• Business Decline transactions for the day/month/year
• Technical Decline transactions for the day/month/year
• No of Reversal Processed (Debit & Credit)
• No of Registration Done for the day/month/year
• Details of tokens in DTSP, RTSP layer
• Profiling, simulation and debugging of CBDC/UPI Scenario in production by configuring at User Level and/or Service Level
• Daily dashboard report for performance monitoring and report for Installation and un-installation of application
• Dashboard for monitoring of outgoing/incoming transactions (alternatively known as push/pull transactions) with respective status.

Apart from this, the Dashboard should be able to abstract data at various levels and business areas, a few of which are listed below-

• DTSP Layer
• RTSP Layer
• Business Areas (Operations, Marketing & Sales, Risk, etc.)

Analytics Solution

The TSP should provide a solution that is capable of performing analytics as per the requirements of the Bank. The solution must be capable of integrating with the Analytics solution of the Bank. Further, the requirements could include and not be limited to the analysis of the following:

- Spending habits of users
- Average transaction value by users
- Categories of spending preferred by the users
- Date and time of transactions
- Monitoring of transactions flagged as fraud by the FRM module

Customer Support Solution

The TSP should provide a solution to the Bank to enable the resolution of queries of users/merchants while using the solution. In this module, the solution could assist L1 and L2 resources in supporting queries raised by customers, with the aid of the Support and Maintenance team working in the background. The solution should be able to integrate with bank applications storing customer-related information to display all the information required by the help desk team at one location.

FRM (Fraud Risk Management) Solution

The TSP should provide a solution for Fraud Risk Management to the Bank where the solution must undertake the following activities:

- Block CBDC and UPI use by country and/or predetermined MCC (Merchant
- Based on the FRM response the transaction should be processed or declined.
- The wait period for FRM response should be configurable in milli sec.
- Segregation of Financial / non-financial transaction
- Segregation of debit/credit transaction
- Segregation of Financial transactions above a certain amount as decided by the Bank.
- Segregation of non-financial transactions such as Set PIN
- Segregation of Financial transactions based on PIN requirement or Auto- pay without PIN.
- The Fraud Management System should be configurable, customizable, highly scalable and provide real-time fraud monitoring.
- The FRM should have the capability for case management for the bank users to act on the flagged transactions.
- The system shall have rules to provide basic functionalities to monitor the fraud and risk aspects of the payment transactions for bank-registered users.
- The FRM should have UI based rule configuration which can be used by bank users to easily configure rules.
- The FRM should support all the payment initiation channels like mobile wallets, mobile banking application, etc.
- Scoring of ongoing transactions, based on the risk ratings.
- Generating and responding to alerts based on rules, cardholder profiles, and any other logic that detects possible fraudulent activity using bank-issued cards.
- Category Codes) codes or any other parameter decided by the Bank/NPCI/RBI

Integration with Bank's FRM solution with options such as but not limited to:

Alert/Notification

The TSP should provide a solution to send alerts and notifications to the users of the CBDC solution. Some use cases of alerts and notifications (including but not limited to) are as follows:

i. Application should be enabled with send/receive notifications through cloud messaging Solutions and SMS.

ii. Notification through an alert (SMS/E-Mail) to the system administrator/ technical team.

iii. Security alert on Registered mobile number on the account of excessive activity in the account.

iv. Notification for System Exceptions - Connectivity Down, Services Down, Application/Service Down etc.

v. Configurable Notification for Business Violation and transaction failure

vi. Push notification should be sent to users to notify them about downtime (in advance and during the outage window), with estimated end time, contact details of the support team or any other details required by the Bank.

vii. Generation/transmission of SMS/email alerts/advice at various stages of the transaction

viii. Implement the capability to push notifications regarding new changes over the air without frequent uploading on the app store of various platforms.

ix. These alerts and notifications could be in the form:
   - SMS
   - E-mails
   - Push messages on mobile
   - In-application

Note: Apart from the modules mentioned above, the TSP should provide any other module that is required for the end-to-end functioning of the retail CBDC project of the Bank.

D. Future Use Cases for CBDC:

The TSP should ensure that the solution is equipped to provide all existing use cases of CBDC. In addition to this requirement, the Bank seeks the solution capabilities to innovate and develop (including but not limited to) the following use cases. The bank reserves IP rights of any such value-added services, the additional use cases, along with any other innovative solution which are developed for the Bank and shall remain exclusive to be used by the Bank.

- IRCTC module integration: The Bank seeks to integrate the IRCTC module in the CBDC application to enable users to pay for IRCTC-related transactions using CBDC tokens.

- Programmable CBDC: The Bank seeks to enable its customers to use the programmability feature of CBDC tokens.

- Offline Capabilities: The Bank seeks to enable its customers to use the offline feature of transacting using CBDC tokens. The offline functionality should support partial and total offline environments such as poor network areas or limited internet connectivity.

- Cash withdrawal via ATM: The Bank seeks to enable its customers with the facility at ATMs to withdraw cash using the option to deduct CBDC tokens from user's wallet.

- Tokenized Fixed Deposit: Facilitate fractional ownership of fixed deposits using tokenized retail CBDC. This allows investors to invest smaller amounts in FDs, potentially increasing accessibility and liquidity. This would require a platform to tokenized FD units and represent them as digital tokens in the CBDC infrastructure.

- Bank Guarantee: Leveraging the programmability features of retail CBDC, the bank guarantee solution should allow for conditional release of funds. This means the CBDC held as a guarantee would only be accessible upon fulfillment of specific pre-defined conditions (e.g., project completion, dispute resolution).

- Bill Payment: The bank seeks to enable its customers to transact on BBPS for payment of various bills, utilities, and mandates, as applicable to each customer using CBDC tokens in future. This would require integration of the CBDC mobile application with the BBPS network.

- Bank's application integration: The Bank seeks to enable its customers to have a seamless experience while using various web and mobile applications of the bank. This would require integrating the CBDC mobile application with other existing mobile applications of the bank ecosystem like ePay, YONO, etc.

- CBDC Intent: On similar lines of UPI Intent feature, the Bank seeks to enable its customers to choose from the available CBDC wallet applications on customer devices while on merchants' check-out pages and process the transactions using CBDC tokens. The money could be loaded from any bank in such a use case.

- Inward CBDC transactions: Extending the outward transaction flow i.e. CBDC wallet to UPI by scanning the UPI QR code, the Bank seeks to enable the inward flow of UPI transactions on CBDC QR code allowing true interoperability between the two payment rails.

- Cross Border Transactions: The Bank seeks to enable wholesale CBDC use cases in future for faster and cheaper cross-border payments. This will enable the bank to facilitate a quicker trade settlement between an Indian importer and a foreign exporter. This requires the CBDC solution at the bank's end to integrate its systems

with the CBDC platform and establish correspondent relationships with foreign banks participating in the wholesale CBDC network.

- The handover process for DTSP module will start from April 2026. The selected bidder is required to ensure availability of corresponding resources with skillset to handle DTSP Module. The bidder must deploy the DTSP node and host it in Bank's on-premises Private cloud. The bidder must provide end-to-end managed services, maintenance and provide L1/L2 support services for DTSP module implemented at Bank's end. The Scope of work may vary as per the instructions and dependencies of the regulatory authority or NPCI for which the TSP Partner should implement, develop, and manage the necessary changes/updates as informed by the Bank.

E. MANPOWER DEPLOYMENT

The bank is embarking on a transformative journey towards the revamping of its Central Bank Digital Currencies (CBDCs) and related solution stack. Recognizing the multifaceted nature of this undertaking and the vision ahead, there is a requirement for Manpower Augmentation, seeking to collaborate with proficient professionals who will augment the bank's capabilities in CBDC development and maintenance.

The roles specified below delineate a comprehensive array of expertise necessary for the seamless execution and sustained operation of a robust CBDC ecosystem. From software development to data analytics to innovation, each role is pivotal in realizing the bank's vision of a resilient and innovative CBDC framework. The banks is looking forward to qualified firms and individuals to participate, which will propel the bank towards the forefront of digital banking innovation, ensuring the security, scalability, and inclusivity of in its CBDC initiatives.

Summary of the manpower deployment-

Sr. No	Role	Current Requirement of Resources	
		(RTSP)	(DTSP)
1	Android Developer	1	
2	iOS Developer	1	
3	Application Server Developer	1	
4	DB Server Developer	1	
5	AI / ML / NLP Developer	1	
6	Support and Maintenance (L1 & L2)	2	
7	Data Analyst (Analytics)	1	
8	Web Front-End Developer	1	
9	UI/UX Specialist	1	
10	Quality Assurance / Testing Specialist	1	
11	Project Manager / Lead	1	
12	API Developer	1	
13	Digital Payment Specialist	1	
14	Business Analyst / Product Manager	1	
15	Network and System Administrator	1	

Sr. No	Role	Current Requirement of Resources	
		(RTSP)	(DTSP)
16	Full Stack Developer	1	
17	Technical and Solution Architect	1	
18	Security Specialist (Platform & Process)	1	
19	DevSecOps Specialist	1	
20	Blockchain Specialist (like HyperLedger)	1	
21	Database Specialist (NoSQL and SQL)	1	
22	Cloud Specialist (like VMWare)	1	
23	Infrastructure and Deployment Architect	1	
24	Kubernetes & DevOps Admin (CKA or CKAD Certified)		1
25	Messaging Systems Admin (Kafka, RABBITMQ)		1
26	Blockchain Developer like Hyperledger and NODEJS		1
27	Process and technology Automation Specialist		1

1. Android Developer

The TSP should provide for the Bank resources that assist in software development with an emphasis on creating, developing, and managing Android applications. Their ultimate objective is to ensure that apps function properly and satisfy the expectations of Android consumers. The resources are expected to be well-versed in technical and functional aspects of CBDC and the Bank's environment.

Key Responsibility Areas:
- Design and build advanced applications for the Android platform.
- Collaborate with cross-functional teams to define, design, and ship new features.
- Work with outside data sources and APIs.
- Unit-test code for robustness, including edge cases, usability, and general reliability.
- Work on bug fixing and improving application performance.
- Continuously discover, evaluate, and implement new technologies to maximize development efficiency.
- Ensure the performance, quality, and responsiveness of applications.
- Implement and adhere to appropriate security measures.

Requirements:
- Bachelor's degree in Computer Science with 3 to 5 years of relevant experience.
- Proven software development experience and Android skills development using Java/Kotlin.
- Good knowledge of Android SDK, Java, Kotlin and the use of Android Studio
- Experience working with remote data via REST and JSON.

- Experience with third-party libraries and APIs.
- Solid understanding of the full mobile development life cycle.
- Knowledge and understanding of CBDC and the Bank's working environment is desirable.
- Understanding of Google's Android design principles and interface guidelines.
- Experience in Implementing best practices of Mobile Application Security and Android Security
- Knowledge of Mobile Application Testing and Testing Libraries/Frameworks
- Familiarity with cloud message APIs and push notifications.
- Experience on bug fixing and improving application performance.
- Experience with offline storage, threading, and performance tuning.
- The resource would have to work from bank location based on policies and direction from bank.

2. iOS Developer

The TSP should provide for the Bank resources that assist in creating apps for mobile devices running Apple's iOS operating system. A competent iOS developer should ideally be fluent in one of the two programming languages used by this platform: Swift or Objective-C. The resources are expected to be well-versed in technical and functional aspects of CBDC and the Bank's environment.

Key Responsibility Areas:
- Design and build advanced applications for the iOS platform.
- Collaborate with cross-functional teams to define, design, and ship new features.
- Unit-test code for robustness, including edge cases, usability, and general reliability.
- Write high-performing, scalable, reusable code.
- Work on bug fixing and improving application performance.
- Ensure the quality and performance of the application.
- Continuously discover, evaluate, and implement new technologies to maximize development efficiency.
- Maintain the code and atomization of the application.

Requirements:
- Bachelor's degree in Computer Science with 3 to 5 years of relevant experience.
- Good understanding of iOS design principles and application interface guidelines.
- Proficient with Objective-C or Swift and Cocoa Touch.
- Experience with iOS frameworks such as Core Data, Core Animation, etc.
- Experience with offline storage, threading, and performance tuning.
- Familiarity with RESTful APIs to connect iOS applications to back-end services.
- Knowledge of other web technologies and UI/UX standards.
- Knowledge and understanding of CBDC and the Bank's working environment is

desirable.
• Understanding of Apple's design principles and interface guidelines.
1. Experiencing in implementing best practices of Mobile Application Security and iOS security.
• Experience with performance and memory tuning with tools.
• Familiarity with cloud message APIs and push notifications.
2. Knowledge of Mobile Application Testing and Testing Libraries/Frameworks
• The resource would have to work from bank location based on policies and direction from bank.

3. Application Server Developer

The TSP should provide for the Bank resources that assist in the development and maintenance of the back-end infrastructure of the Bank's software applications related to CBDC. The resources shall collaborate closely with cross-functional teams to understand requirements, design server architecture, and implement efficient server-side code. The resources are expected to be well-versed in technical and functional aspects of CBDC and the Bank's environment. The resources are expected to operate from the bank's office location.

Key Responsibility Areas:
• Application servers should be designed, developed, and maintained to meet business needs and performance objectives.
• To gather requirements and define server architecture, work with QA teams, software engineers, and product managers.
• Use programming languages like Java, C#, Python, or Node.js to create server-side code.
• For effective data processing and retrieval, put database management systems and data storage solutions into place.
• By using authentication, authorization, and encryption protocols, make sure that security and compliance requirements are met.
• Investigate and fix server-side problems, offering prompt fixes to preserve system uptime.
• To aid with knowledge sharing and the onboarding of new team members, document the server architecture, codebase, and procedures.

Requirements:
• Engineering graduate with 3 to 5 years of relevant experience
• Proficiency in server-side programming languages such as Java, C#, Python, or Node.js.
• Strong understanding of web application architecture, including client-server communication and RESTful APIs.

- Experience with database management systems such as MySQL, PostgreSQL, MongoDB, or Oracle.
- Knowledge and understanding of CBDC and the Bank's working environment is desirable.
- Familiarity with cloud platforms (e.g., AWS, Azure, Google Cloud) and containerization technologies (e.g., Docker, Kubernetes).
- Knowledge of security principles and protocols, such as OAuth, JWT, SSL/TLS.
- Excellent problem-solving skills and attention to detail.
- Strong communication and collaboration abilities.
- Ability to work effectively in a fast-paced, Agile environment.
- The resource would have to work from bank location based on policies and direction from bank.

4.   DB Server Developer

The TSP should provide for the Bank resources that assist in design, programming, building, and implementation of new databases as well as the modification of current databases to accommodate platform updates and user needs fall within the purview of database server developers. The resources are expected to be well-versed with technical and functional aspects of CBDC and Bank's environment.

Key Responsibility Areas:
- Design stable, reliable and effective databases
- Optimize and maintain legacy systems.
- Modify databases according to requests and perform tests.
- Solve database usage issues and malfunctions.
- Liaise with developers to improve applications and establish best practices
- Gather user requirements and identify new features.
- Provide data management support to users
- Ensure all database programs meet company and performance requirements.
- Research and suggest new database products, services and protocols

Requirements:
- Bachelor's degree in Computer Science with 3 to 5 years of relevant experience.
- Proven work experience as a Database developer
- In-depth understanding of data management (e.g. permissions, recovery, security and monitoring)
- Knowledge of software development and user interface web applications
- Hands-on experience with SQL
- Maintenance of Database Servers
- Writing SQL Queries for Data Extraction, Data Transformation and Data Loading
- Knowledge and understanding of CBDC and the Bank's working environment is desirable.

• Familiarity working with .Net Framework, JavaScript, HTML and Oracle

• Excellent analytical and organizational skills

• An ability to understand front-end user's requirements and a problem-solving attitude

• Excellent verbal and written communication skills

• The resource would have to work from bank location based on policies and direction from bank.

5. AI / ML / NLP Developer

The TSP should provide for the Bank resources that assist in designing, developing, and implementing state-of-the-art Artificial Intelligence (AI), Machine Learning (ML), and Natural Language Processing (NLP) solutions to solve complex business challenges that could arise while transacting using CBDC tokens. The resources shall be responsible for providing creative solutions that integrate technology, business process optimization, and information to fulfil business obligations and opportunities. The resources are expected to be well-versed in technical and functional aspects of CBDC and the Bank's environment.

Key Responsibility Areas:

• Create and use machine learning models and algorithms for a range of uses, such as predictive analytics, image recognition and text analysis.

• Using unstructured data sources including text documents, social media, and consumer reviews, create and develop NLP solutions to extract insights.

• Gather requirements, specify project scope, and create AI/ML solutions that meet business objectives in collaboration with cross-functional teams.

• Improve the effectiveness and performance of current models by investigating and experimenting with new AI/ML methods, resources, and frameworks.

• Ensure smooth deployment and interoperability by closely collaborating with software engineers to incorporate AI/ML models into current systems and apps.

• To gather, process, and store massive amounts of structured and unstructured data, work with data engineers to build and deploy data pipelines.

Requirements:

• Bachelor's or Master's degree in Computer Science, Mathematics, Statistics with 3 to 5 years of relevant experience.

• Strong proficiency in programming languages such as Python, R, or Java, along with experience with popular ML libraries/frameworks.

• Good knowledge of machine learning algorithms, such as ensemble techniques, deep learning, reinforcement learning, and supervised and unsupervised learning.

• Experience with NLP techniques and frameworks (e.g., NLTK, spaCy, Gensim, BERT) for text preprocessing, sentiment analysis, named entity recognition, and topic modeling.

• Competence with SQL, Pandas, NumPy, and other pertinent libraries and tools for data analysis and processing.

• Knowledge and understanding of CBDC and the Bank's working environment is desirable.

• Hands-on experience with cloud platforms (e.g., AWS, Azure, Google Cloud) and containerization technologies (e.g., Docker, Kubernetes) for deploying and scaling ML applications.

• Strong problem-solving skills, analytical thinking, and attention to detail.

• The resource would have to work from bank location based on policies and direction from bank.

6. Support and Maintenance

Post 'Go-Live', the bank would require L1, L2 & L3 resources at onsite location of bank to manage and support the project. The resources deployed at Bank's onsite location should be technically qualified for implementation of the project along with managing, supporting and troubleshooting of issues, if any. Based on the requirement the bank will place the purchase order for number of resources required.

If any software changes are required, the service can involve locating and tracking those changes. To ascertain how the recommended modifications affect application performance, the team additionally performs an impact analysis.

There are 3 primary levels of technical support & maintenance:

L1: Usually referred to as a service desk, L1 is the first point of contact for customers.

L2: More thorough troubleshooting is done at the second level (L2), including examining the underlying hardware architecture and analyzing system log files.

L3: This includes implementing hardware and software updates, managing configuration changes, and developing disaster recovery plans in the event of an attack or system failure.

Key Responsibility Areas:

• Keep up with crucial IT functions, such as servers, systems, security tools, apps, software, and hardware.

• Manage business-critical IT tasks and system enhancements.

• Facilitate quicker and more intelligent business processes and employee productivity.

• Support and Maintenance professionals need to ensure adherence to all cut-off times and quality of processing as maintained in SLAs.

• Upgrade software and install programs, then address any difficulties with performance.

Requirements:

• Engineering graduate with a minimum of 3 Years of relevant experience

• The resource would have to work from bank location based on policies and directions from bank.

- Manage and allocate day-to-day support, as well as manage customer help desk.
- Good understanding of CDBC systems, bank setup, recovery procedures, and system performance monitoring tools like Splunk, and Dynatrace (optional).
- Proficiency in recognizing potential areas for process and procedural enhancements and leading or supporting their implementation.
- Investigate technical system events, issues, and user inquiries by responding to and managing service requests.
- Oracle Database, SQL Server experience (managing SQL servers)
- .Net, C#, Java, Spring Boot knowledge
- Maintenance and Monitoring of Application Servers (e.g. Tomcat)
- Maintainence and Monitoring of Web Servers (e.g. NGINX , Apache HTTPD)
- Writing SQL Queries for Data Extraction
- Excellent written and verbal communication & collaboration skills.

7.   Data Analyst (Analytics)

To obtain insights, spot trends and anomalies, project future events, and provide solutions, it combines statistical analysis, data mining, predictive modeling, and machine learning approaches. The duties of a data analyst include problem identification, data collection from diverse sources, and data preparation and cleaning for analysis. After that, they examine the gathered data, carry out statistical analysis, and clearly convey the results.

Key Responsibility Areas:
- Compile information from both primary and secondary sources while making sure databases and data systems are maintained.
- Find, analyze, and interpret patterns or trends in complex datasets.
- To find and fix data-related problems, clean up data and carefully review computer-generated reports and outputs.
- Analyze data using statistical methods to get useful business insights.
- Create data visualization tools such as charts and dashboards to facilitate cross-departmental decision-making.
- Use both written reports and graphic presentations to facilitate the bank to make data-based decision.
- To comprehend business requirements, collaborate with the engineering and product development teams. E.g. Dashboards for transactions done in DTSP, RTSP layer, etc.
- Discuss data requirements for analysis projects with stakeholders from various departments.

Requirements:
- A bachelor's degree in computer science, Information Management, Statistics with a minimum of 5 Years of relevant experience in data analysis

• The resource would have to work from bank location based on policies and directions from bank.

• Good knowledge of data analysis languages like SQL, Python, and R, and have a strong background in statistics as well as hands-on expertise with statistical software (such Excel, SPSS, and SAS).

• Demonstrate outstanding analytical skills to accurately and thoroughly gather, organize, analyze, and present large data sets.

• Able to critically assess data to get insightful information that can be put into practice.

• Exhibit outstanding communication, stakeholder management and presentation skills.

• Candidate shall be skilled at breaking down intricate data findings for non-technical audiences.

8. Web Front-End Developer

The TSP should provide for the Bank resources that assist in developing front-end of website, web applications, and mobile applications that users view and interact with. The resources are expected to be well-versed with technical and functional aspects of CBDC and Bank's environment.

Key Responsibility Areas:
• Optimize application for maximum speed and scalability.
• Ensure the technical feasibility of UI/UX designs.
• Collaborate with back-end developers and web designers to improve the usability.
• Using HTML, JavaScript and CSS to bring concepts to life.
• For future use, build reusable code and libraries.
• Developing and maintaining the user interface.
• Managing software workflow.
• Following SEO best practices.
• Fixing bugs and testing for usability.

Requirements:
• A bachelor's degree in Computer Science with 3 to 5 years of relevant experience as a frontend developer.
• Proficiency in coding languages such as HTML, CSS, JavaScript, and jQuery.
• Experience of working with front-end frameworks like React, Vue, or Angular.
• Experienced with version control systems such as Git / Mercurial / SVN.
• Experienced with graphic design applications (e.g., Adobe Illustrator).
• An understanding of the principles of SEO.
• Knowledge and understanding of CBDC and the Bank's working environment is desirable.

• Knowledge of cross-browser compatibility, responsive design, and mobile-first development.

• Have excellent interpersonal and problem-solving skills.

9. UI/UX Specialist

Qualification
BE/ BTech or ME/MTECH (Computer Science/Information Technology/Computer Application) or MCA or Bachelor of Design(B.Des)/Master of Design(M.Des)

Certification:
Certifications in UI or UX design from HFI (Human factors international) or Interaction design foundation (IDF) or UX Design Institute
OR
Google UX Design Certificate

Skills:
- Mobile User Interface Development
- Experience in the tools like figma, adobe creative cloud.
- Angular JS
- Ionic
- Cordova
- HTML 5
- CSS
- Java
- Objective C
- Angular JS
- Javascript
- Bootstrap
- Javascript (RestAPI, Ajax)

Functions/Activities:
1. Develop solutions designed to maximize Business Value.
2. Able to rapidly acquire knowledge of a given domain.
3. Effective in ensuring that deliverables are in conformance with system
4. Architecture and standards for development.
5. Communicate efficiently and purposefully with internal customers and business partners.
6. Conducting Business Requirement Analysis,
7. Preparation of detailed Solution Design,
8. Coding of the proposed solution,
9. Conducting of Unit Testing, Integration Testing and closing the findings, Closing the findings of User Acceptance Testing and Information Security Testing, Deployment of the developed software / application,
10. Handling the Production Bugs and providing support.
11. Documentation

12. Continually learn and keep abreast with latest technologies.
13. Perform additional duties as determined by business needs and as directed by management

10. Quality Assurance / Testing Specialist

Qualification:
BE/ BTech or ME/MTECH (Computer Science/Information Technology) or MCA

Certification:
Certification in Manual or Automation Testing from ISTQB / CAST / CSTE / ALST

Skills
- Manual Testing
- Automation Testing
- Ansible, YAML
- UI Path , .net
- Java
- SQL
- Python
- Macros, Visual Basic Scripting
- Selenium
- Appium
- Eclipse IDE (Mars)
- Java

Functions/Activities
1. Identifying and selecting the automation test cases
2. Applying various designs and documenting the automation test strategy
3. Creating an automation test plan and getting approval
4. Configuring Selenium Test Environment (STE) in order to set it up.
5. Participating in Selenium Environment Setup with an Integrated Development Environment (IDE)
6. Automating the design of a framework
7. Implementing it as per the structure of the project
8. Creating, enhancing, debugging, and running the test cases
9. Collating and monitoring the defect management process
10. Managing the changes and executing regression tests
11. Coming up with exact solutions for problems related to object identity and error handling
12. Interacting with customers/clients to solve the various issues they face and updating on the situation.

11. Project Manager / Lead

Qualification: BE/BTech/MBA/MTech (IT/CS/ECE) or MCA or MBA (IT)

Skills
Compulsory Certification:
• PMP Certification from Project Management Institute (PMI), USA Or
• Prince 2 Certification

Skills

• Experience in Application and Middleware Architecture • Experience in AGILE Methodology / Core JAVA / IBM Websphere MQ / LINUX / UNIX Server

Functions/Activities
1. Experience in leading teams, executing and delivering Application Architecture as part of EA or implementation project.
2. Experience in architecture, design and development of web and mobile applications using technologies such as Android, iOS, Java, JEE and .NET.
3. Expertise in middleware architecture of ESB/ SOA/Application server/MQ.
4. In-depth understanding of Microservices Architecture, including hands on experience in design, build and operations of Java/Node JS based Microservices APIs in a product-based environment.
5. Experienced in server-side technologies like Java or NodeJS and modern tools to build RESTful web services, JavaScript and web technologies (e.g. React, Angular, NodeJS, etc), Microservices, APIs, and database technologies
6. Expertise in designing and developing distributed applications, object oriented design.
7. Strong experience with Relational Databases such as MySQL, Oracle, PostgreSQL etc. and NoSQL databases such as MongoDB, Cassandra etc.
8. Strong expertise in DevOps tools such as GIT/Gerrit, Maven, Jenkins and Nexus or other similar tools.
9. Understanding of various development methodologies like AGILE, Waterfall etc.
10. Strong knowledge of Docker, Kubernetes and other container platforms.
11. Relevant Technology certifications will be preferred.

12. API Developer

Qualification: BE/BTech/MBA/MTech (IT/CS) or MCA

Skills:
1. IIB Integration Developer
2. IBM MQ 8.0
3. IIB Toolkit V 10/11/12
4. SOAP
5. Springboot
6. JSON , XML
7. Rest Api / SOAP APIs

8. eSQL
9. Linux/Unix Commands
10. IBM API Connect Developer
11. Kafka

Functions/Activities

1. Develop solutions designed to maximize Business Value.
2. Able to rapidly acquire knowledge of a given domain.
3. Effective in ensuring that deliverables are in conformance with system architecture and standards for development.
4. Communicate efficiently and purposefully with internal customers and business partners.
5. Conducting Business Requirement Analysis,
6. Preparation of detailed Solution Design,
7. Coding of the proposed solution,
8. Conducting of Unit Testing, Integration Testing and closing the findings,
9. Closing the findings of User Acceptance Testing and Information Security Testing,
10. Deployment of the developed software / application,
11. Handling the Production Bugs and providing support.
12. Documentation
13. Continually learn and keep abreast with latest technologies.
14. Perform additional duties as determined by business needs and as directed by management.

13. Digital Payment Specialist

Qualification
1) B. TECH (IT/CS/ECE) / MCA
2) MBA (Finance)/ MBA(IT) / MBA (Banking and Finance) / MBA(Fintech) / MBA (Digital Finance or Banking)

Skills:
1. Strong experience in digital (web, mobile, app) platform technologies.
2. Strong techno-functional understanding CBDC, UPI payment systems and IMPS etc.
3. Strong knowledge of Payment Gateway APIs and Technologies, Core banking System, SFMS.
4. Strong knowledge of Payment settlement and reconciliation
5. Proven experience as a technical lead or architect in the POS/ATM/UPI payment domain, with a track record of successful project delivery.
6. Strong knowledge of payment processing protocols (e.g., ISO 8583), EMV standards, card schemes (e.g.,Visa, Mastercard), and PCI-DSS, PCI-PIN, PCI-PTS compliance.
7. Experience in implementing PCI-DSS and PA-DSS Standards
8. Strong understanding of blockchain based payments
9. Strong knowledge of contactless payments, and NFC.

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10. Strong experience in Payment & Settlement industry along with new trends like UPI, NFC, QRs and AePS etc.
11. Strong understanding of Digital Banking Products such as Internet Banking, Mobile Banking, Cards, CBDC, UPI, IMPS, POS, IPG, Payment Aggregators & Digital Lending Applications.
12. Strong understanding of Master/Visa Settlement , POS / ATM technologies, EMV
13. Experience in ATM/switch Management , ISO 8583
14. Experience in emerging FinTech platforms and technologies such as distributed ledger technologies (i.e. blockchain), digital banking, mobile payments, tokenization, artificial intelligence (digital assistants and chatbots), etc.
15. Expert knowledge and experience in designing, integrating and managing complex real-time digital solutions
16. Excellent technical knowledge of relevant open source and public cloud platforms systems and standards • Experience leading digital (mobile, web, smart apps, etc.) application development projects
17. Experience in Digital Banking Solutions, Implementations, up gradations & Delivering Digital Innovative solutions.

Activities
1. Provide technical leadership, guidance, and mentorship to a cross-functional team of developers, architects, and engineers.
2. Collaborate with product managers and stakeholders to define technical requirements and translate business needs into technical solutions.
3. Drive architectural decisions, ensuring scalability, security, and maintainability of payment systems.
4. Conceptualize & Implement innovative solutions

5. Provide Domain Expertise of the UPI, AEPS, POS payment domain, including EMV standards, ATM Switch, UPI Switch, payment processing protocols, card schemes, and security best practices
6. Stay up-to-date with industry trends, regulations, and emerging technologies in the payment ecosystem.
7. Be able to benchmark the existing product suite (Internet Banking/Mobile Banking/Social Media/Electronic Remittance Products) against industry and drive product enhancements & innovations.
8. Manage PoS/UPI/CBDC payment solutions, e-commerce using Debit/Credit Cards/Wallets/UPI on Merchant site infrastructure and also on payment gateways & their integration, deployments.
9. Conceptualise business product for Payment Collection and implementations.
10. Liaison with various agencies like VISA/Master/RUPAY/NPCI/ etc. in rolling out new variants of digital products.
11. Liaison with various vendors for the PoS machines, Payments Gateways, Merchant/biller aggregator & also for settlement of transactions with various merchants.
12. Collaborate with cross-functional teams to design and implement innovative payment solutions that enhance user experiences.
13. Be aware and comply with regulatory framework related to digital banking.

14. Implement and enforce best practices for software development, testing, and quality assurance within the payment domain.

14. Business Analyst / Product Manager

Educational Qualification
1) B. TECH (IT/CS) / MCA
2) MBA (Finance) / MBA (Banking and Finance) / MBA(Fintech) / MBA (Digital Finance or Banking)/ MBA (IT)

Experience : 8+ Years out of which atleast 4 years in Banking and Financial Domain

Certifications: Any One
1) PMI – PBA
2) ECBA (By IIBA)
3) CCBA (by IIBA)

SKILLS:
1. Strong understanding of Banking and Financial Services Domain
2. Strong understanding of Payment and Card Industry, UPI, AePS, IMPS, Mobile Banking, CBDC.
3. Strong understanding of Settlement and Reconciliation in Payment Domain, ATM Technologies.
4. Knowledge of Business Process Modelling
5. Understanding the Business Objective.
6. Analytical and Critical Thinking.
7. Communication and Interpersonal Skills.
8. Negotiation and Cost-Benefit Analysis.
9. Decision-Making Skills.
10. Programming Languages.
11. Creation of Reports and Dashboards.
12. Database and SQL.
13. Knowledge of Blockchain
14. Documentation and Presentation

Functions/Activities
1. Business Analyst /Product Manager for payment and financial applications such as Mobile Banking, CBDC, IMPS, UPI, Card based payments, NFC payments, POS etc.
2. Analysing and evaluating the current business processes and identifying areas of improvement.
3. Researching and reviewing up-to-date business processes and new IT advancements to make systems more modern.
4. Data Analysis, Process modelling and Analysis
5. Prototyping and Wireframing
6. Presenting ideas and findings in meetings.
7. Business analysis plan
8. Requirements management plan

9. Business requirements document
10. System requirements specification
11. Product backlog
12. Guide Developers , Testers and other team members throughout the SDLC process
13. Perform User Acceptance Testing and Regression testing
14. Business analysis communication plan, etc.

15. Network and System Administrator

B. TECH (IT/CS) / MCA/M.Sc(IT)

Qualification:
1) CCNA or CompTia N+
2) RedHat certification in LINUX System Administration

Skills
1. Experience of UNIX based server/system administration.
2. Experience in RHEL and Ubuntu
3. Experience in Network Troubleshooting

Functions/Activities
1. Installation, Administration, Configuration, Hardening, Troubleshooting issues of Red Hat Linux Operating Systems, Oracle Linux VMs or any other Linux Based Operating system.
2. Monitor the Servers running Linux OS and ensuring Availability of the VMs.
3. Monitoring health of the applications installed on Linux VMs. RESPONSIBILITIES:
4. Installation, Configuration, Patching and upgradation of Linux Operating System.
5. Strong command line experience for day-to-day OS troubleshooting like but not limited to space issues, memory utilization, performance issue and Boot issues.
6. Setup, maintain and build automation pipeline using Ansible tool for Configuration Management, Patching and Infrastructure management.
7. Automation of task's using UNIX Shell scripting as per the requirement from the application team.
8. Provide Inputs/Evidence for OS Review, Security Review, IS Audit Observation and closure of OS related audit and security points.
9. Setup of Backup of Application log, OS logs as required by Bank.
10. Coordinating with Application owner, Security and Risk teams to resolve the vulnerabilities.
11. Installation, configuration, hardening of application software on Linux OS as required by the Application owner.
12. Patching, Hardening, Network Configuration of Non-Windows Operating system
13. Co-ordinate with development team and other Infrastructure Team members to resolve production issues.
14. Manage and monitor the server's health and implement best security practices to secure the servers.
15. Coordinating with Backup Solution team to ensure daily backup of logs and application data.

16. Strong troubleshooting, debugging skills and knowledge of crond, systemd, journal ctl for debugging the OS, Application issues.
17. Coordinate with RHEL/OEL L3 Teams and Global Support Team for early resolution of issues.
18. Installation, configuration of Health Monitoring tools on Linux VMs.
19. Support Application Owners for DC/DR Movement.
20. Setup of Docker/Podman etc. on Window VMs for containerized applications
21. Installation, SCD and configuration of Application Servers like Tomcat, Weblogic etc.
22. Sync File system between servers using tools like rsync etc.
23. Bash Scripting
24. Network coordination & / troubleshooting in Linux
25. TCPDUMP Analysis
26. Automation of Tasks using Ansible
27. Managing Key Management Solutions, Encryption and Decryption Solutions, Certificates.
28. Perform additional duties as determined by business needs and as directed by management

16. Full Stack Developer

Qualification:
   1) B. TECH (IT/CS) / MCA/M.Sc(IT)

Skills
   1. Java 8.0 or .Net 3.0 and above
   2. Database: Oracle 12c or 19c
   3. MySQL
   4. NoSQL
   5. Knowledge of .Net MVC, .NET Core
   6. Angular
   7. REST API
   8. Knowledge of PL/SQL
   9. OS: Linux, Windows
   10. Infrastructure knowledge preferred.
   11. Sound analytical, troubleshooting and programming skills are desired.

Functions/Activities
   1. Application Development for various Business Demands using latest development technologies.
   2. Responsible for Coding, Implementation, Maintenance, Quality Assurance, Debugging etc
   3. Develop solutions designed to maximize Business Value.
   4. Able to rapidly acquire knowledge of a given domain.
   5. Effective in ensuring that deliverables are in conformance with system architecture and standards for development.
   6. Communicate efficiently and purposefully with internal customers and business partners.

7. Conducting Business Requirement Analysis,
8. Preparation of detailed Solution Design,
9. Coding of the proposed solution,
10. Conducting of Unit Testing, Integration Testing and closing the findings,
11. Closing the findings of User Acceptance Testing and Information Security Testing,
12. Deployment of the developed software / application,
13. Handling the Production Bugs and providing support.
14. Documentation
15. Train the team in latest development technologies.
16. Continually learn and keep abreast with latest technologies.
17. Perform additional duties as determined by business needs and as directed by management

17. Technical and Solutions Architect

Qualification:
1) BE/BTECH/MCA/ME/MTECH

Experience: 8 + Years

Certifications:
1) TOGAF Certified Enterprise Architect

Skills   :
1) Experience in leading teams, executing and delivering Technology Architecture as part of implementation projects.
2) In-depth knowledge on SDLC/DevOps processes -Sound knowledge on IT Application architecture, Design methodologies across multiple platforms
3) Expertise in non-functional areas like performance, scalability studies, human interaction, software ergonomics.
4) Expertise in Design Patterns, Design Principles & UML modelling.
5) Expertise in understanding of architecture concepts in the areas such as Database, SOA, Security and Middleware.
6) Experience in architecture, design and development of web and mobile applications using technologies such as Android, iOS, Java, JEE and (dot).NET.
7) Expertise in middleware architecture of ESB / SOA / Application server / MQ.
8) Experience in server-side technologies like Java or NodeJS and modern tools to build RESTful web services, JavaScript and web technologies (e.g. React, Angular, NodeJS, etc.), Microservices, APIs, and database technologies
9) Experience in evaluating and implementing third party software products including open source and cloud-based products from vendors such as AWS, Microsoft or Google.
10) Expertise with Continuous Integration and Continuous Delivery (CI/CD)
11) Expertise in Docker, Kubernetes, DevOps etc.

Role:
1) Technology and Solutions Architect

2) DevOps Architect
3) Application Architect
4) Deployment Architect

Activities:
1) Designing the Architecture for Applications and its underlying platforms and processes.
2) Designing the Deployments Procedures and processes
3) Designing and architecting the DevOps tools and Processes
4) Set up technical standards and architectural assessments for the enterprise.
5) To Provide technology architecture expertise and guidance across multiple business divisions & technology domains
6) Setting up technical standards and carryout technology evaluations and assessments of Enterprise Architecture functions.
7) Driving technology strategy from an architecture perspective, across a portfolio of applications in the Bank, for resource optimization and Risk mitigation. - Translating business requirements into specific system, application or process designs, including working with business personnel and executives to identify functional requirements.
8) Lead and/or assist efforts to scope and architect major change programs, leading strategic options analysis & proposing end-to-end solutions & highlighting trade-offs.
9) Review ongoing designs of major programs to identify strategic opportunities and resolve design issues during delivery. -Identify key technology enablers to optimize IT investment.

18. Security Specialist (Platform and Process)

The TSP should provide for the Bank resources that are experienced and skilled in Security of Kubernetes clusters, Cloud native Applications, Docker, Microservices, Monolith Applications, SOA, Virtual machines, Application Servers, Web Servers, Database Servers, Docker, and DevOps in Production Environments. As DTSP platform is deployed on Kubernetes platform, the resource should have the skillet to secure containerized applications. The resources are expected to be well-versed with technical and functional aspects of CBDC and Bank's environment. The resources should be CKS (Certified Kubernetes Security Specialist) certified from CNCF. They should have the capability to troubleshoot Kubernetes issues, view and analyze Kubernetes as well as application logs using LogInsight and ELK stack.

Key Responsibility Areas:
- Securing Monolith as well as Microservice based Applications as per Bank's IT/IS policies.
- Hardening, Securing Web Server, App Servers, Database servers, Messaging Queues etc as per Bank's IT/IS policies and Secure Configuration Guidelines.
- Securing the RTSP, DTSP application and related applications on Virtual Machines and Kubernetes Platform

- Securing NODEJS, Spring Boot Applications etc.
- Securing Kubernetes clusters, KAFKA, RABBITMQ , Redis etc.
- Securing Cloud Native Applications on Kubernetes platform and Virtual Machines
- Ensuring that Secure Coding Practices and Secure SDLC Best practices are followed
- Guiding Development and Infra Teams to close all security Vulnerabilities, incidents identified by Bank's IT Security Teams
- Hardening, Securing the Kubernetes based applications as per NPCI Guidelines and instructions, Bank's IT/IS Policies and Best Practices.

Educational Qualifications
- Bachelor's or Master's degree in IT or Computer engineering or related fields with 5+ years of relevant experience

CERTIFICATIONS (Mandatory):
- Certified Kubernetes Security Specialist (CKS) from CNCF(Cloud Native Computing Foundation)

SKILLS:
- Experience in securing Monolithic and Microservice based application in Production environments
- Experience in Securing, Hardening Application Servers, Web Servers, Database Servers, Messaging Queues, Caches etc. as per Best Practices and Bank's IT/IS policies.
- Experience in securing Cloud native applications and Kubernetes clusters
- Experience in Implementing Kubernetes CIS benchmarks and container security best practices
- Experience in implementing Source Coding Guidelines as well as Secure SDLC best practices
- Experience in SAST (Static application security testing) and DAST (Dynamic application security testing) tools , implementing RASP (Runtime Application Self Protection) solutions for Mobile Application
- Strong knowledge of Securing NODEJS, Spring Boot Applications etc.
- Strong Knowledge of Kubernetes, Docker, Prometheus, Grafana, EFK , LogInsight, GITOPs
- Strong understanding of Kubernetes architecture and microservices.
- Strong Experience in troubleshooting application issues on Kubernetes platform
- Strong Experience in troubleshooting Kubernetes Security issues

Should have experience in securing databases and messaging queues on Kubernetes platform

19. DevSecOps Specialist

Qualification:

BE/BTECH/MCA/ME/MTECH

Experience : 8+ Years

Certifications: TOGAF Certified Enterprise Architect. Certification, any one:
1) Certification in Kubernetes/Docker from CNCF/Docker Inc/Mirantis/Reputed OEM
2) Jenkins/GitLab/Github Certification
3) Azure/AWS/GCP DEVOPS Certification

Skills:
1. Experience in Jenkins, GIT, Nexus etc.
2. Experience in building CI/CD Pipelines
3. Experience in Maven/ Nuget/ NPM etc.
4. Experience in tools like Ansible/ Chef etc.
5. Experience in Log Monitoring and Log Analytics tools like ELK Stack
6. Strong knowledge of SonarQube/Fortify etc.
7. Knowledge of Docker, Kubernetes etc.
8. Knowledge of Health Monitoring of applications/APM tools etc.

Role
• Implement, maintain and manage DevOps build and release pipelines for applications as per Bank's Approved DevOps Tools.
• Guide teams in implementing DevOps best Practices

Functions/Activities:
• Setup the DevOps pipelines for applications using Bank's Approved DevOps tools
• Onboard and setup Applications on the DevOps Pipeline
• Facilitating Deployment of applications using DevOps tools
• Setup Gradle, Maven, NPM etc. as per the DevOps Pipeline
• Setup and manage source code repositories like SVN, GIT etc.
• Setup Jenkins, Nexus, and other related CI/CD tools
• Setup and Implement Configuration Management for applications
• Setup and implement Continuous build, Continuous Integration and release management for applications
• Guide Developers about DevOps tools, techniques
• Setup and implement Ansible/ Chef/ Puppet for configuration Management
• Application configuration management
• Automation of repetitive IT tasks using DevOps Pipelines, tools.
• Health and performance monitoring of applications
• Setup of Log monitoring and Log analytics and Alerts on logs.
• Integration of Devops with APM tools
• Perform additional duties as determined by business needs and as directed by management

20. Blockchain Specialist (HyperLedger)

The TSP should provide for the Bank resources that are experienced and skilled in administering, maintaining and securing HyperLedger Fabric (HLF) Blockchain

environments in production. He should experience in deploying , managing , securing, maintaining HyperLedger Farbic (HLF) environments in productions. He should also have exposure to HyperLedger SDK and Nodejs.

Key Responsibility Areas:

• Managing, maintaining, Hardening, Securing the HyperLedger Fabric and DTSP blockchain components as per NPCI Guidelines and instructions, Bank's IT/IS Policies and Best Practices.
• Administer, manage and maintain the DTSP application on Kubernetes Platform
• Deploy, secure, update, scale the DTSP applications deployed on Kubernetes platform
• Setup HyperLedger Fabric Networks on on-premise Kubernetes environment and maintain the network
• Deploy the chaincode on HyperLeger Fabric networks

Educational Qualification:

• Bachelor's or Master's degree in IT or Computer engineering or Computer Application or related fields with 5+ years of relevant experience

Certifications (Mandatory) : Certified HyperLeger Fabric Practictioner (CHFP) from HyperLedger Foundation.

Skills:

• Strong Experience in HyperLedger Fabric Administration
• Experience in Managing, maintaining, Hardening, Securing the Hyperledger Fabric and blockchain components as per Best Practices.
• Exposure to NodeJs/Go Programming Language
• Exposure to HyperLedger Fabric SDK
• Experience in Setup HyperLedger Fabric Networks on on-premise Kubernetes environment and maintain the HLF network
• Deploy the chaincode on HyperLeger Fabric networks

21. Database Specialist (SQL AND NOSQL)

Qualification: BE/Btech/MCA/ME/MTECH

Experience: 8 + years

Skills:
1) Experience in Administration, configuration, deployment, management , architecture, security of SQL Databases like MARIADB GALERA, MYSQL GALERA database
2) Experience in Administration, configuration, deployment, management , architecture, security of NOSQL Databases like REDIS, KEYDB, COUCH DATABASE, MONGODB
3) Experience with Distributed Relational and Non-Relational Databases

4) Experience with MARIADB/MYSQL Galera clustering
5) Strong experience in Performance tuning of SQL database, NOSQL DATABASES
6) Strong experience in Configuring SQL and NOSQL Databases as Application Requirements
7) Knowledge of Kubernetes, Docker

Certifications :
1) MONGODB/REDIS/CouchDB Certification from MONGODB University/REDIS University/ CouchBase
2) MARIADB or MYSQL Certification from OEM

Role:
1) Administrator, Specialist of SQL (MARIADB/MYSQL GALERA) and REDIS , MONGODB, COUCH DB on Kubernetes Platform or Virtual Machines

Activities:

1) Deploying, configuring managing, securing, patching, upgrading, scaling, maintaining SQL & NOSQL DATABASES on Kubernetes platform or Virtual Machine
2) Stopping and starting Database Systems
3) Managing user accounts
4) Monitoring SQL AND NOSQL Databases
5) Tuning SQL and NOSQL databases
6) Migrating data to SQL AND NOSQL DATABASES
7) Backing up and restoration
8) Troubleshooting SQL and NOSQL Database issues
9) Configuring Replication and Disaster Recovery for the SQL and NOSQL Databases
10) Configuring PR site DR site Sync for the SQL and NOSQL databases
11) Configure and deploy SQL and NOSQL DATABASES

22. Cloud Specialist (like VMWARE)

Qualification: BE/Btech/MCA/ME/MTECH
Experience : 8 + years
Skills
1) Strong Experience in Administration, management, architecture, security of VMWARE Private Cloud Platform
2) Strong experience in VCF (VMWARE Cloud Foundation), EsXi, Vsphere, Vcentre, LogInsight, VROPS, Vsphere Storage.
3) Strong experience as a Public Cloud Administrator for AWS/GCP/Azure etc.
4) Experience in deploying TANZU/Openshift Kubernetes clusters on Vsphere Platform
5) Strong experience in deploying and managing applications on public cloud platforms like AWS/GCP/Azure etc.
6) Experience in deploying and managing Kubernetes clusters on AWS/GCP/Azure etc.

7) Knowledge in all other components of VMWARE cloud platform
8) Knowledge of Vsphere APIs, Vsphere Cloud Native Storage

Certifications :
1) VCP / VCAP certification from VMWARE (Data Centre Virtualization OR Cloud Management and Automation)
2) AWS/Azure/GCP Administrator/Architect Certification from a reputed Public Cloud Provider

ROLE:
1) Administrator for Vsphere Cluster, VCentre, VMWARE Cloud Foundation Deployments
2) Vsphere Storage administration
3) Cloud Administrator for Public Cloud
4) Deploy and Administer Virtual machines, Kubernetes Clusters on VMWARE, Public Cloud Platforms (e.g. AWS/Azure/GCP etc.)

Activities:
1) Maintaining, managing, securing, administering, scaling, patching, upgrading Vsphere Cluster, VCENTRE, Vsphere Storage.

2) Creating VMs in VSPHERE, Set-up Distributed Resource Scheduler (DRS), Site Recovery , Recovery Plans, snapshots for the VM

3) Deploy Kubernetes cluster on VSPHERE and manage and maintain the Kubernetes cluster along with other Kubernetes Administrators

4) Migration of the VM from PR to DR site and vice versa, Live Migration and Disaster recovery

5) Deploying, managing, maintaining, scaling the Kubernetes clusters on VMWARE infrastructure and Public Cloud infrastructure

6) Managing all aspects of cloud-based application including its comprehensive user access permissions.

7) Manage cloud infrastructure, security, and performance monitoring on private as well as public cloud

8) Oversee the implementation, maintenance, and optimization of cloud-based solutions.

9) Ensure that cloud solutions meet performance and security requirements.

10) Provide support and troubleshooting for cloud systems.

11) Proactively prevent potential downtime or security breaches.

12) Setting up cloud-based applications according to a Bank's specifications and needs.

13) Controlling cloud application access on private cloud and public cloud

14) Protecting cloud-based applications from data breaches or cybersecurity threats

15) Updating cloud-based application security protocols.

16) Troubleshooting issues with any cloud-based applications.

23. Infrastructure and Deployment Specialist

Qualification

BE/ BTech in (Computer Science/ Computer Science & Engineering/ Information Technology/ Software Engineering/ Electronics & Communications Engineering or equivalent degree in relevant discipline) or MCA or MTech/ MSc in (Computer Science/ Information Technology/ Electronic & Communications Engineering) from recognized University/ Institute.

Certification: Mandatory:
1) Redhat certification in Ansible / HashiCorp Certification in Terraform

Skills:
1. Experience in Ansible & Terraform
2. Experience in Infrastructure and Deployment Automation
3. Experience in Managing Infrastructure Teams
4. Experience in Linux Server Administration
5. Knowledge of Docker/Kubernetes
6. Knowledge of VMWARE Infra Automation Tools
7. Knowledge of Chef/Puppet Automation tools
8. Knowledge of Windows Server Administration
9. Knowledge of DevOps tools
10. Knowledge of VAGRANT, Kube-Virt
11. Knowledge of Consul & Nomad

ROLES:
1. Managing and implementing seamless Infrastructure Operations & Automation using Ansible, Terraform.
2. Automation, Installation, Administration, Configuration, Securing, Incident Management of IT Infrastructure Assets using tools Ansible/Chef/Puppet and Terraform.
3. Automated provisioning of Infrastructure assets (Virtual machines, Kubernetes platforms) using Ansible, Terraform and implementing Infrastructure as Code (IaC) approaches.
4. Ansible/GITOPS/DevOps implementation for automation of application deployment on Kubernetes/Virtual Machines.

FUNCTIONS/ ACTIVITIES:
1. Reviewing current infrastructure for improvements. Automation of repetitive tasks in Infrastructure Operations.
2. Setup of Ansible, Infrastructure as Code tools like Terraform for automation of configuration and other deployments.
3. Guiding team of system administrators to setup automation. Patching, Hardening, Network Configuration of Non-Windows Operating system.
4. Providing evidence of Infrastructure related points for Security Review of applications and IS Audit and coordinate with the Teams for successful closure of the points.

5. Setup, maintain and build Infrastructure automation pipeline using Ansible tool for Configuration Management, Patching and Infrastructure management.
6. Coordinate with various Security Teams, Platform Teams, Identity and Access Teams to ensure that the Infrastructure and Applications are always available for the end users.
7. Coordinate with Incident Management Teams and IT- Compliance IS Audit Teams etc. to ensure seamless compliance and prompt closure of incidents.
8. Provisioning, Configuration, Hardening of Non-Oracle Relational and NOSQL databases, caching and queuing solutions.
9. Research on problems identified by Various Teams and provide solutions to the problems. 8. Architecting the infrastructure requirements for Applications.
10. Implement Docker Swarm and Consul/Nomad Orchestration.
11. Prepare compliance reports, Health Monitoring Reports, Infrastructure Utilization and Action Taken Reports related to Optimum utilization of Infrastructure.
12. Perform additional duties as determined by business needs and as directed by management.
13. Guiding application Owners in Automating Maintaining, Patching Hardening of Open-Source Web/Application Servers like Nginx, Apache Tomcat, Apache HTTPD etc.
14. Help increase developer efficiency and lead times by implementing a CI/CD (Continuous Integration, Continuous Deployment) system for Infrastructure Operations and Application deployment.
15. Learn New tools and Technologies as directed by The Bank from time

24. Kubernetes & DevOps Admin (CKA or CKAD Certified)

The TSP should provide for the Bank resources that are experienced and skilled in Docker, Kubernetes and DevOps in Production Environments. As DTSP platform is deployed on Kubernetes platform, the resource should have the skillet to manage, maintain, deploy, scale and secure containerized applications. The resources are expected to be well-versed with technical and functional aspects of CBDC and Bank's environment. The resources should be CKA or CKAD certified. They should have the capability to troubleshoot Kubernetes issues, view and analyze Kubernetes as well as application logs using LogInsight and ELK stack. The resources should be able to setup Prometheus and Grafana Monitoring. They should coordinate with Bank's cloud teams and Network Teams to resolve issues. They should have experience in using DEVOPS/GITOPS tools. They should have the capability to containerize an application. They should have experience in Docker, Helm. The should have experience in disaster recovery, application data backup for Kubernetes.

Key Responsibility Areas:

• Administer, manage and maintain the DTSP application on Kubernetes Platform
• Deploy, secure, update, scale applications deployed on Kubernetes platform
• Hardening, Securing the Kubernetes based applications as per NPCI Guidelines and instructions, Bank's IT/IS Policies and Best Practices.

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• Should have experience in deploying, securing , managing , scaling databases and messaging queues on Kubernetes platform

• Troubleshooting any Kubernetes related issues faced by the application . Sound analytical and troubleshooting skills and good communication skills

• Containerize monolithic applications and deploy the same on Kubernetes application

• Health Monitoring of applications deployed on Prometheus, Grafana

• Log monitoring of Kubernetes logs as well as application logs using Loginsight, EFK (ElasticSearch, FluentBit, Kibana)

• Write DockerFiles, Helm Charts as per the need of the applications

• Manual and automated backup using Kubernetes tools of the application data resident on Kubernetes.

Qualification:
Bachelor's or Master's degree in IT or Computer engineering or related fields with 5+ years of relevant experience

CERTIFICATIONS (Mandatory) :

Certified Kubernetes Administrator (CKA) OR Certified Kuberentes Application Developer (CKAD) from CNCF(Cloud Native Computing Foundation)

Skills:

• Experience in Kubernetes, Docker, Prometheus, Grafana, EFK , LogInsight, GITOPs

• Strong understanding of Kubernetes architecture and microservices.

• Experience in building, managing, deploying, securing and scaling Cloud Native applications

• Strong Experience in troubleshooting application issues on Kubernetes platform

• Strong Experience in troubleshooting Kubernetes related issues

• Strong Experience in Kubernetes backup and disaster recovery tools such as Velero

• Strong Experience in managing Stateful Applicaitons on Kubernetes such as Databases, Messaging Queues, Cache etc.

• Strong Experience in monitoring Kubernetes based application using Prometheus, Grafana, EFK, LogInsight etc.

• Strong experience in setting up multi cluster environment and Failover in multi datacenter environments for Kubernetes.

• Experience in Statefulset and Persistent volume Replication across clusters and data centres.

25. Messaging Systems Specialist (like KAFKA , RABBITMQ)

Qualification: BE/Btech/MCA/ME/MTECH

Experience : 8 + years

Skills

1) Experience in Administration , management , architecture, security of Messaging systems like KAFKA , RABBITMQ
2) Experience in Performance tuning of KAFKA, RabbitMQ
3) Experience in Configuring KAFKA, RABBITMQ as per Application Requirements
4) Experience in deploying KAFKA, RABBITMQ on Kubernetes platform
5) Experience in deploying and managing KAFKA and RabbitMQ on Kubernetes / Docker Platform

Certifications: Confluent Certified Developer/Administrator for KAFKA

Role: Administrator of KAFKA and RABBITMQ on Kubernetes Platform or Virtual Machines

Activities:

1) Deploying, configuring, managing, securing, patching, upgrading, scaling, maintaining KAFKA and RABBITMQ messaging systems on Kubernetes platform or Virtual Machine
2) Stopping and starting Messaging Systems
3) Managing user accounts
4) Monitoring Messaging Systems
5) Tuning Messaging Systems performance
6) Migrating data to Messaging Systems
7) Backing up and restoring of the messaging systems (KAFKA, RABBITMQ)
8) Troubleshooting Messaging Servers
9) Creation of Message Queues, Topics etc., as per Application Requirement
10) Manage KAFKA Pub-Sub Architecture
11) Create Topics, Consumer groups, Producer Groups , distributed Queues , Pub-Sub in Kafka
12) Deploy , manage and maintain Kafka Brokers on Kubernetes Platform
13) Managing RabbitMQ message exchanges, brokers, topics, routing keys and binding
14) Configuring Message Replication and Disaster Recovery for the messaging systems
15) Configuring PR & DR site Sync for the messaging Systems
16) Configure and deploy KAFKA/RabbitMQ management tools

26. Blockchain Developer like Hyperledger and NODEJS

The TSP should provide for the Bank resources that are experienced and skilled in Developing applications on HyperLedger Fabric Blockchain environments. He should experience in developingt , managing , securing, maintaining blockchain applications for HyperLedger Farbic (HLF) environments. He should also have exposure to HyperLedger SDK and Nodejs.

Key Responsibility Areas:
• Developer blockchain based applications using HyperLedger Fabric

• Developer Smart Contracts and Chain Code using NODEJS or GO programming Language
• Deploy, secure, update, scale the DTSP applications deployed on Kubernetes platform
• Setup HyperLedger Fabric Networks on on-premise Kubernetes environment and maintain the network
• Deploy the chaincode on HyperLeger Fabric networks

Requirements:
• Bachelor's or Master's degree in IT or Computer engineering or related fields with 5+ years of relevant experience

CERTIFICATIONS (Mandatory) : Certified HyperLedger Fabric Practitioner (CHFP) from HyperLedger Foundation.

SKILLS:
• Strong Experience in building NODEJS Applications
• Storing Experience with HyperLedger Fabric SDK
• Experience in Developing blockchain based applications using HyperLedger Fabric
• Experience in Developing Smart Contracts and Chain Code using NODEJS or GO programming Language
• Deploy, secure, update, scale the DTSP applications deployed on Kubernetes platform
• Setup HyperLedger Fabric Networks on on-premise Kubernetes environment and maintain the network
• Deploy the chaincode on HyperLeger Fabric networks
• Implementing HyperLedger security

27. Process and Technology Automation Specialist
Qualification
BE/ BTech in (Computer Science/ Computer Science & Engineering/ Information Technology/ Software Engineering/ Electronics & Communications Engineering or equivalent degree in relevant discipline) or MCA or MTech/ MSc in (Computer Science/ Information Technology/ Electronic & Communications Engineering) from recognized University/ Institute.

Certification: Certification of Automation Developer/Architect (RPA) from OEM (UIPath, Automation Anywhere , BluePrism)

Skills:
1. Experience in field of Robotic Process Automation using RPA tools (UIPATH, AUTOMATION Anywhere, BluePrism etc)
2. Experience in Banking Domain in the field of Automation of Business and technology processes
3. Experience as a Business Analysis
4. Experience in preparing Business Requirement Document (BRD) and Technical Solution Documents.
5. Knowledge of Java, .NET and SDLC Processes.
6. Knowledge of DevOps Processes and Methodology
7. Ability to lead teams and adapt to the environment

8. Knowledge of PowerApps

Roles:
1. To develop, prepare and execute automation code/scripts/pipelines using RPA Tools.
2. Business Process Analysis and recommendations of steps to automate business process using RPA tools or Software Development using Java/.NET etc.
3. Engage with Developers in the team for automation using Java/.NET CODE.
4. Implementing Robotic Test Automation using RPA Tools.
5. Analyze BRDs to Prepare Solution Documents and recommend & implement automation methods to automate business processes.
6. Liason with Business Units to understand the business processes and identify opportunities for automation.

Functions/Activities:
1. Analyze Business Process along with Business Unit for identifying opportunities for Business Process Automation
2. To read existing documents (BRD, Solution Document etc) and understand what can be automated using RPA tools or Traditional Coding methodologies.
3. Plan, prepare, execute and implement the automation using Robotic Process Automation (RPA) Tools like UIPATH, BluePrism, Automation Anywhere.
4. Automate the execution of repetitive tasks using RPA/RTA/Automation testing tools.
5. Develop Automations code/scripts/pipelines using RPA Tools and other software automation methods
6. Deploy, manage , secure, test the automations built using RPA TOOLS.
7. Coordinate with UAT department for successful UAT testing and sign-off.
8. Perform manual testing as well as automation testing. Identify opportunities to automate testing activities.
9. To monitor if testing is going hand in hand/parallelly with the software development in all phases. 6. Defining the testing activities and Prepare status report of testing activities
10. Learn and train the team in new Testing & Process Automation Tools as decided by the Bank. 8. Updating project manager regularly about the progress of testing activities.
11. Keep abreast with the latest developments in the field of RPA.
12. Perform additional duties as determined by business needs and as directed by management

Technical Evaluation Metric:

1. Each Technical Proposal shall be assigned a technical score out of a max. of 100 Marks.

2. To qualify for the opening of technical proposal, the Bidder must confirm that all Functional and Technical Requirements shall be met in totality without any deviation whatsoever.

3. To qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy) Marks. Relevant documents supporting bidder's

claims with respect to criteria mentioned below need to be submitted in the Technical Bid.

4. The Bank reserves the right to accept or reject any or all bids without giving any reasons thereof.

Sr. No.	Criteria	Max. Marks	Supporting Documents Required
1.	Experience of executing secured digital projects, within the last 3 years and these projects should be in operations for at least 6 months prior to the date of bid submission. The eligible projects should have following digital capabilities and Technology Frameworks: (a) Experience of development, implementation, delivery, operations, and maintenance of following digital capabilities for secured digital projects: <table><tr><td>Sr. No.</td><td>Digital Capability</td><td>Marks</td></tr><tr><td>i</td><td>Mobile Application (Android and iOS) Mobile Security and Platform Security as per Bank's security guidelines and regulatory compliance</td><td>3</td></tr><tr><td>ii</td><td>Integration with critical systems like Payment Systems, Enterprise Integration System / Layer (EIS), Customer Relationship Management (CRM), Core Banking Systems (CBS), SMS Gateway, Security Systems, Centralized Command Center, Complaint</td><td>3</td></tr></table>	35	Completion Certificate/Experience Certificate / reference letter must mention the details of modules developed/managed and state unequivocally that the performance of the Bidder was found to be satisfactory.

Sr. No.		Criteria	Max. Marks	Supporting Documents Required
		Management Systems, Other Digital Channels etc.		
	iii	Fraud Risk Management System Backup and Archival Centralized Command and Monitoring Facility	2	
	iv	Process Automation and AI / ML capabilities	3	
	v	Automated Reconciliation	2	
	vi	Portal Development for various stakeholders Transaction Management with highly scalable ecosystem	2	
	Total		**15**	

(b) Experience of development, implementation, delivery, operations, and maintenance of following Technology Frameworks / Platforms / Software etc. for secured digital projects:

Sr. No.	Criteria			Max. Marks	Supporting Documents Required
	Sr. No.	Technology Frameworks	Marks		
	i	Cloud Native and Containerized Platform like VMWare Kubernetes Platform like VMWare Tanzu, Red Hat OpenShift Blockchain Platform like Hyperledger	5		
	ii	Relational Database like Oracle, Oracle Data Guard Distributed Database like Maria DB Galera NoSQL Database like KeyDB, Apache CouchDB	5		
	iii	Message Queuing like RabbitMQ, Apache Kafka	5		
	iv	API-Driven Development (ADD) Conducive programming languages	5		
	Total		**20**		

Sr. No.	Criteria	Max. Marks	Supporting Documents Required
2.	**Proposed Key Project Team Members** <table><tr><td>**Role**</td><td>**Experience Required to be Qualified for Awarding Marks**</td></tr><tr><td>Technical and Solution Architect</td><td>>= 8 Years</td></tr><tr><td>Security Specialist (Platform & Process)</td><td>>= 5 Years</td></tr><tr><td>Kubernetes Specialist (CKA or CKAD Certified)</td><td>>= 5 Years</td></tr><tr><td>DevSecOps Specialist</td><td>>= 8 Years</td></tr><tr><td>Blockchain Specialist (like Hyperledger)</td><td>>= 5 Years</td></tr><tr><td>Database Specialist (NoSQL and SQL)</td><td>>= 8 Years</td></tr><tr><td>Cloud Specialist (like VMWare)</td><td>>= 8 Years</td></tr><tr><td>Processs and Technology Automation Specialist</td><td>>=5 years</td></tr></table> **Scoring: Five marks for each qualified resource, subject to max marks of 35**	40	• CV of the resource proposed (at least one CV from each category) • Interaction with the shortlisted resources will be conducted by the Bank. • *Certificate from Bidder that the proposed resource is on full time payroll of the bidder and have required experience for the proposed role.* *OR* • *Certificate from Bidder that the proposed resource is on the full-time payroll of a partner organization and will be on the full-time payroll of the Bidder upon awarding of contract to the Bidder, and have required experience for the proposed role*
3	CMMI level certification + ISO 27001 latest certification <table><tr><td>Certifications</td><td>Marks</td></tr><tr><td>CMMI Level 3 & above + ISO 27001 certificate</td><td>5</td></tr><tr><td>CMMI Level 3 & above certificate only</td><td>3</td></tr></table>	5	Certificate issued by authorized entity

Sr. No.	Criteria	Max. Marks	Supporting Documents Required
4	Capacity to develop new IoT-based hardware and providing customized solutions, such as sound boxes for merchants and GPS-based payments / wearable gadgets etc.	5	Submission of documentary evidence including a Proof of Concept to be demonstrated to the Bank
5	Presentation on Solution offered and Methodology	15	The presentation is required to be uploaded as part of the technical proposal. The bidders shall make the presentation as part of technical evaluation.
Total		100	

Name & Signature of authorised signatory

Seal of Company

Appendix-D

Bidder Details

Details of the Bidder

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

Name & Signature of authorised signatory

Seal of Company

Appendix-E

Scope of Work and Payment Schedule

SCOPE OF WORK

1. The scope of work involves on-boarding a Technology Service Provider (TSP) for software migration, development, deployment, procurement, maintenance, customization, integration and support services for central bank digital currency (CBDC) solution which will be hosted in Bank's on-premises Private cloud.

2. The scope of work for the TSP will entail end-to-end solution including deployment of competent human resources, core & incremental development, and operations & maintenance of the complete solution.

3. The detailed high-level scope is placed below:

- Mobile Wallet Application

- Retail Token Service Provider (RTSP) Module

- DTSP module

- Admin module

- Payment Service Operator (PSO) gateway and integration of ePay & Unipay

- User, Wallet and Token Management

- Web Portal for Bank,

- Merchant portal for MIS for merchants RTSP bank adapter switch

- Reconciliation Module

- Integration of DTSP with RTSP

- Customer Grievance Redressal Portal

- Programmable CBDC
- Securing Mobile App and Implementing best practices of Mobile App Security

- 24/7 Support and Maintenance

- All future enhancements

4. Mobile Wallet Application:

Bank has developed the Mobile Wallet App which is available in IOS and Android. Following features will be the part of scope where existing features vendor has to maintain and new features will be developed as per the NPCI, RBI and Bank guidelines.

4.a. Current features of the offering:

- CBDC Base SDK (Android and iOS) which can be integrated into bank's existing mobile applications.

- Base App with NPCI UX and Bank theme.

- Base App with Bank UX/User Journey

4.b. Features need to Develop/Maintain

- Registration and User Management

- PIN Management

- Bank Account, UPI Linking and Management

- Transaction History and detail.

- Load, Unload, Request and Transfer Tokens.

- CBDC QR and Merchant Flow.

- Dispute Management (Raise query on admin panel)

- Integration with Complaints Management system (CMS)

- Multi-node set up.

- Kafka Module

- Integration with Internal interfaces like CBS / UPI.

- Admin Panel, 2FA, Whitelisting

- MIS Reports, Reconciliation and Notifications

- Integrating with RBI / NPCI guidelines from time to time. (All Common Library (CL) changes)

Above are high level features of application which will enhance as per the requirement of the bank. Programmable CBDC use cases will also come in mobile application.

5. Retail Token Service Provider (RTSP) Module:

The bidder will develop required features and maintain existing features in RTSP module. The RTSP module which is intended for distribution of tokens to retail users and payments

using tokens. This will assist the end users and shall be API based system, available through mobile application and other channels. RTSP node will have the following components:

- RTSP Switch
- Token Management
- Web portal for Banks
- Web portal for merchants.
- Back-end platform
- RTSP Bank Adapter Switch
- Reconciliation application (2-way)

6. Payment Service Operator (PSO) gateway:

SDK Integration with PSO to implement the standardization in terms of PIN capturing for signing of transactions as well as standard protocol for communication between App-TSP-PSO to support multiple validation performed by different systems in between.

7. User, Wallet and Token Management

7.a. User management:

Support the entire lifecycle (registration, wallet creation, transfer, load, unload, KYC process, Bank account management, de-registration, and recovery) Integration with Token SDK given by PSO.

7.b. Wallet Management:

The Wallet Management will consist of Registration (Generate a Wallet Address), Recovery, De-registration.

7.c. Token management.

The token management module includes Token Inventory Management, Token Database, Token Assignment, Lock & Unlock of Token, Token Issuance, Ownership changes of token, Token holding configuration etc.

8. Web Portal:

This includes Admin Portal, KYC Management, Transaction Management, Transaction / User Search, Dispute Report, MIS, Merchant Onboarding etc.

Back-end platform:

Bidder must provide the Back-end platform which will act as the API interface for mobile application. It will control the app. interactions to translate them from SYNC to ASYNC API calls. Vendor has to manage and maintain DTSP - RTSP reconciliation. Further handing over of RTSP, CBS, UPI files to IT DCR for auto recon.

9. RTSP Bank adapter switch:

Bidder must provide the RTSP Bank adapter switch which will act as an independent component responsible for managing integration with bank's sub-systems to facilitate seamless CBDC transactions.

10. Reconciliation Application:

Bidder must provide, an independent reconciliation application for bank to manage the day-to- day operations. Proposed recon application will be performing automated reconciliation between RTSP and CBS systems. Recon system will reconcile the successfully purchased and redeemed transactions in CBDC Reconciliation process and generate the reports for the same daily. Post reconciliation, system will generate open entries for fall out cases and mark the fall out cases as Unreconciled entries. Any other functionalities of reconciliation must be integral part of the application.

11. Customer Grievance Redressal Portal:

Customer Grievance Redressal Portal from raising a concern to resolution of that ticket is required. Interfaces would be required for support team to address the issue and consolidated reporting dashboard along with MIS reports would be the part of this system. Further, CGRP should integrate with Complaint Management system (CMS) and PRM Portal with Message Queue (MQ), Message Broker (MB) tech and API level integration.

12. Programmable CBDC, Off-line CBDC, Tokenized deposits:

Vendor must develop these use cases in mobile application and must provide required APIs and portal and reports wherever required by the bank.

13. 24/7 Support:

The successful bidder must ensure 24/7 support to Bank in Third Party Software Support for the deployment of modules for the pilot project, various third-party open source software are required as per the specification shared by NPCI along with the support which is to be provided by the bidder e.g. Redis, Key DB, Maria DB, Kafka, Mongo DB, DLT Platform, RabitMQ, Grafana, Kibana etc. Wherever support is available from OSD of those open –source software, the same needs to be provided by the bidder. In case OSD does not provide support, the bidder should provide the required support for the open source software to ensure on-site support for resolving Open source software related issues, including re-installation of required software for the proposed solution and installation, maintenance and patch upgradation of the same whenever required.

14. On-site Support Services:

Bank may require L1 & L2 resources at onsite location of bank to manage and support the project. The resources deployed at Bank's onsite location should be technically qualified for implementation of the project along with managing, supporting and troubleshooting of issues, if any. Based on the requirement Bank will place the purchase order for number of resources required.

15. On-boarding:

Once the selected bidder is onboarded, it must take the following activities:

- Bidder must provide the High-level component diagram for setting up UAT/ Prod/ DR environment.
- Bidder must ensure that, apart from UAT environment, each participant installation would have 2 nodes – Primary Production (PR) Node & DR Node.
- Bidder must share the Data Flow Diagrams for the various modules.
- IS Audit Observations & VAPT Points to be rectified by the selected bidder.
- Hardware sizing specifications to be provided by the bidder.
- The details of necessary APIs required along with other pre-requisites for the integration are to be shared to Bank.
- Escrow Agreement to be entered.
- Service Level Agreement to be executed.
- To do reconciliation with NPCI/RBI reports as per frequency defined by RBI/NPCI/Bank.
- To perform any change / development as suggested by NPCI, RBI and other regulatory bodies. These changes which might arise in the future shall include (but not limited to) offline CBDC, Programmable CBDC and cross-border payments.
- Responsible for end-to-end development, implementation, support and maintenance of the entire CBDC solution (Retail & Wholesale, which will be hosted in Bank's on-premises Private cloud.

16. Other required Capabilités :

Platform should be capable of checking, whether user has enough tokens to transfer or not.

- Platform should perform double spend check. Single digital token cannot be spent more than once.
- Platform should ensure that only RBI issued tokens has been given by DTSP to RTSP (proper validations at both endpoints).
- Platform should be capable of reporting the counterfeit, duplicate or wrong token information to PSO, if detected at Retail network and report back at platform level if detected at Distribution network.
- It should be capable of changing the ownership of tokens

- Capability should be there to ensure that, all the tokens issued to end user, redeemed by end user, inter Bank (Off us) transactions and intra Bank (on-us) transactions will flow via PSO.
- Capability should be there to report the transactions associated with tokens to its distribution network Node.
- Capability should be there to integrate with various banking channels to enable loading /unloading of tokens against the electronic money.
- Integrate with existing banking channel (direct loading from linked bank account in app) or PG to facilitate the load and unload operation of tokens against the E-Money:

    I. to integrate with existing banking systems to facilitate the load and unload operations.
    II. Loading of tokens can be defined as Debit money from User linked account with wallet, Credit money in Bank account, Change ownership of tokens from TSP's token vault to User's Wallet
    III. Unloading of Tokens can be defined as Change ownership of tokens from User Wallet to TSP's vault, Debit money from bank account of TSP and Credit money in User linked account with wallet.

17. CBDC DTSP SOLUTION MODULE

DTSP module is a Distributed Ledger Technology based system. By using the Distribution network (for Creation of tokens by Central Bank and Issuance of tokens to intermediary participants [Banks/TSPs]), RBI will create tokens and issue the same to the Banks/TSP's. The bidder must manage, maintain DTSP node deployed on Bank's On-premises infrastructure. If necessary the Bidder should have the capability to redeploy or rehost the DTSP module on Bank's on-premise infrastrcuture. Bidder should have the capability to migrate the DTSP module to any other Kubernetes platform provided by the Bank and if required by the Bank. The bidder must provide end-to-end managed services , maintenance , reconciliation and provide L1/L2 support services for DTSP module implemented at Bank's end. The Bidder should also be able to manage the Programmable CBDC (P-CBDC) module which is a part of DTSP. Ensuring Token Reconciliation and Synchronization will be the responsibility of the vendor.

The TSP should ensure that best practices of Kubernetes Security and HyperLedger Security are implemented in the DTSP module. The TSP should ensure that the DTSP deployment in Bank's premises is secure and should be able to secure the Bank's DTSP node as per NPCI guidelines as well as Bank's IT, IS and Data Governance Policies

The Vendor shall be responsible for implementing Secure Configuration of various components of DTSP module as per the Security Requirements of the Bank. The TSP will

be responsible for integrating the DTSP module with Hardware HSM or Software HSM as required by the Bank.

The TSP should be able to perform deployments and modifications in the DTSP module as per the specifications, guidelines, SOPs and documents provided by NPCI in a timely manner and as per the requirements of the Bank.

The TSP should coordinate with the Bank's Cloud Team, Network Team and other Bank teams to ensure uptime, availability and smooth operations of the DTSP platform on Bank's Infrastructure.

In view of the entirety and enormity of DTSP module of the CBDC Project, if any service which essentially forms part of project scope is not explicitly mentioned in scope of work, will be considered as part of the RFP and the successful bidder will have to provide the same at no cost to the Bank in the larger interest. Any later plea by the bidder for excluding/omitting of services on the pretext that same was not explicitly mentioned in the RFP will not be accepted by the Bank.

TSP should have experience and the necessary expertise to manage the DTSP setup on On-premise environment. In case the Bank in future decides to migrate the DTSP node to a public cloud environment the Bidder shall perform the migration at no extra cost to the Bank.

The TSP should have expertise in Blockchain (HyperLedger Fabric), Kubernetes, Docker, Redis/Keydb, Mariadb Galera, KAFKA , CouchDb , RABBITMQ, HAPROXY/NGINX, Load balancer Technologies, ELK, LogInsight, Prometheus, Grafana, DevOps, GitOps, HashiCorp Vault, HSM/SoftHSM technologies, Angular/Nodejs. As DTSP involves many niche technologies any future niche technology added by NPCI to the project, the vendor should be able to provide necessary expertise for the same.

18. In view of the entirety and enormity of CBDC Project, if any service which essentially forms part of project scope is not explicitly mentioned in scope of work, will be considered as part of the RFP and the successful bidder will have to provide the same at no cost to the Bank in the larger interest. Any later plea by the bidder for excluding/omitting of services on the pretext that same was not explicitly mentioned in the RFP will not be accepted by the Bank.

Payment Schedule:

Payments will be made on monthly basis against the submission of complete and proper invoice as per the actual deployment of the resources, within 30 days of submission of the invoice.

Appendix-F

Indicative Price Bid

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

Sr. No.	Role	Minimum Years of Experience Required	No. of Resources Required (A)$	Man-Day Rate (B)	Total (A x B x 250 x 5)@
1.	Android Developer	2	1		
2.	iOS Developer	2	1		
3.	Application Server Developer	2	1		
4.	DB Server Developer	2	1		
5.	AI / ML / NLP Developer	2	1		
6	Support and Maintenance (L1 & L2)	2	2		
7	Data Analyst (Analytics)	2	1		
8	Web Front-End Developer	2	1		
9	UI/UX Specialist	8	1		
10	Quality Assurance / Testing Specialist	8	1		
11	Project Manager / Lead	8	1		
12	API Developer	2	1		
13	Digital Payment Specialist	8	1		
14	Business Analyst / Product Manager	8	1		
15	Network and System Administrator	5	1		
16	Full Stack Developer	2	1		
17	Technical and Solution Architect	8	1		
18	Security Specialist (Platform & Process)	5	1		
19	Kubernetes Specialist (CKA or CKAD Certified like Tanzu, Openshift)	5	1		
20	DevSecOps Specialist	8	1		
21	Blockchain Specialist (like HyperLedger)	5	1		
22	Database Specialist (NoSQL and SQL)	8	1		
23	Cloud Specialist (like VMWare)	8	1		
24	Infrastructure and Deployment Architect	8	1		
25	Messaging Systems Admin (like Kafka, RABBITMQ)	5	1		
26	Block chain developer like Hyperledger and NODEJS	5	1		
27	Process and Technology automation specialist	5	1		
	Total Project Cost#				

$ - Number of resources as per current requirement.

@ - at 250 working days a year for 5 years

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

a. The Total Project Cost is for Evaluation purpose only and the actual payments will be made according to the actual deployment of the resources as per the requirement of the Bank.

b. The Man-Day Rates quoted by the bidder will remain constant for the complete duration of the project i.e for 5 years. The number of resources may vary with the business requirement from time to time however, Man Day rates are the same for the next 5 years and will be applicable for all services covered under this RFP, viz. for software migration, development, deployment, procurement, maintenance, customization, integration and support services for Central Bank Digital Currency project.

c. The bid amount will be exclusive of GST.

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

Appendix -G

Format for Self-Certification of Local Content

Date:

To,

_____
_____
_____

Dear Sir,

Ref.: RFP No. : _____ Dated: _____

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

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

Sl No	Product details	Name of place
1		
2		

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

Signature of authorised official
Name:
Company seal:

Appendix -H

<u>BANK GUARANTEE FORMAT</u>
(TO BE STAMPED AS AN AGREEMENT)

THIS BANK GUARANTEE AGREEMENT executed at _____this _____day of _____201 by _____ (Name of the Bank) _____ having its Registered Office at _____and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at_____**(procuring office address),** hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s_____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Software Solution/ Service) (hereinafter referred to as **"Services")** to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of _____ year(s) subject to the terms and conditions mentioned in the RFP.

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated_____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs._____/- (Rupees _____ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs._____/- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

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

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

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and 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 the Service Provider.

4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

ii.   This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.

iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

iv.   This Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise

v.   This Guarantee shall be a continuing guarantee during its validity period.

vi.   This Guarantee shall remain in full force and effect for a period of __ year(s) ____month(s) from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us on or before ____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

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

Notwithstanding anything contained herein above:

i.   Our liability under this Bank Guarantee shall not exceed Rs_____/- (Rs. _____only)

ii.   This Bank Guarantee shall be valid upto_____

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

Yours faithfully,

For and on behalf of bank.

_____
Authorised official

Appendix -I

PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE
OF THE SOFTWARE SOLUTION/ SERVICES

Date:

M/s._____

_____

Sub: Certificate of delivery, installation and commissioning

1. This is to certify that the Software Solution as detailed below has/have been successfully installed and commissioned (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

   a) PO No._____ dated _____ ___

   b) Description of the Solution _____

   c) Quantity _____ _ ____

   d) Date of installation_____

   e) Date of acceptance test _____

   f) Date of commissioning _____

2. Details of specifications of Software Solution not yet commissioned and recoveries to be made on that account:

   S. No.   Description   Amount to be recovered

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

4. Service Provider has fulfilled his contractual obligations satisfactorily

or

Service Provider has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Software Solution/Services is given under Para No. 2 above.

Signature   _____

Name   _____

Designation with stamp _____

_____

Appendix-J

Penalties

PENALTY FOR NON-PERFORMANCE OF SLA

Service level category	SLA Measure	Penalty Calculation
Application Uptime/Downtime	99.9% uptime (uptime is calculated on a monthly basis, against the scheduled business hours for maintaining the application, defined by SBI) provided bank keeps DR and near DR setups ready	1% of monthly order value for every 0.5% shortfall in uptime (A maximum penalty of 10% of the monthly order value will be applicable for respective month.)
Delivery Schedule	Delay by 10 days in delivery as per the planned schedule in respect of product/change requests/defect fixes/enhancements	1% of the cost agreed for every 1 day (A maximum penalty of 10% of the cost agreed will be applicable for respective product/change requests/defect fixes / enhancements)
Installation	Delay by 3 days in Installation as per the planned schedule in respect of product/change requests/defect fixes / enhancements	1% of the cost agreed for every 1 day (A maximum penalty of 10% of the cost agreed will be applicable for product/change requests/defect fixes / enhancements)
User Acceptance Testing	Delay by 10 days in delivery as per the planned schedule in respect of product/change requests/defect fixes / enhancements	1% of the cost agreed for every 1 day (A maximum penalty of 10% of the cost agreed will be applicable for product/change requests/defect fixes / enhancements)

Service level category	SLA Measure	Penalty Calculation
Live in Production	Delay by 3 days in delivery as per the planned schedule in respect of product/change requests/defect fixes / enhancements	1% of the cost agreed for every 1 day (A maximum penalty of 10% of the cost agreed will be applicable for product/change requests/defect fixes / enhancements)
Periodical training	Selected bidder shall provide the User Manuals and initial training to SBI Operations team and additional training for new feature updates	Rs.1000/- per day upto a maximum of Rs.1,50,000 Penalty to be calculated post the expiry of 7 days from the date of intimation
Source Code	Source Code in respect of each released version to be handed over on quarter basis to SBI Team along with Knowledge Transfer	Rs.500/- per day upto a maximum of Rs.1,50,000 Penalty to be calculated post the expiry of 7 days from the date of release of new version
Reports	Automated Dally-Reports (daily transactions, token summary, balance, P2M - Person to merchant, customer registration) to be enabled through Portal to key stakeholders (defined by SBI) and fixing time of 7 days if automated report mechanism fails	Rs.1000/- per day upto a maximum of Rs. 1,50,000

Appendix-K

Service Level Agreement (Indicative)

(**The SLA terms will be in conformance to the RFP conditions**)

> **SOFTWARE/SERVICE LEVEL AGREEMENT FOR ENGAGEMENT OF TECHNOLOGY SERVICE PROVIDER FOR PROCUREMENT OF SOFTWARE SOLUTION AND SERVICE FOR CENTRAL BANK DIGITAL CURRENCY PROJECT**

BETWEEN

STATE BANK OF INDIA

AND

_____

Commencement Date:

Date of Expiry:

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 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 "**the Bank**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

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

WHEREAS

A.   "The Bank" is carrying on business in banking in India and overseas and desirous to avail services for _____, and

     _____, and

B.   Service Provider in the business of providing _____, and has agreed to supply _____ (Software) and/or providing the Services as mentioned in Request for Proposal (RFP) No. _____ dated _____issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

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

1.   **DEFINITIONS & INTERPRETATION**

1.1 Definition

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

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

1.1.2 "Code" shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.

1.1.3 "Confidential Information" shall have the meaning set forth in Clause 15.

1.1.4 "Data Dictionary or Metadata Repository" shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.

1.1.5 "Deficiencies" shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of Services.

1.1.6 "Documentation" will describe in detail and in a completely self-contained manner how the user may access and use the ……………. (name of the Software/ maintenance services) such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

1.1.7 "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights &moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.8 "Open Source or Copyleft license" shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.

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

1.1.10 "Project Documents" shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.

1.1.11 "Request for Proposal (RFP)" shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.

1.1.12 "Revision control procedure" shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.

1.1.13 "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

1.1.14 'Services' shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. 'Services' shall also include the implementation services, training services and maintenance Services and other obligation of Service Provider to be provided under this Agreement.

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

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

1.2 Interpretations:

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

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

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

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

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

1.3   Commencement, Term & Change in Terms

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

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

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

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

2. SCOPE OF WORK

2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) as described in the RFP.

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

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

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

2.1.3 Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.

2.1.4 Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.

2.1.5 Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall

facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

2.1.6 Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

3. FEES /COMPENSATION

3.1 Professional fees

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

3.1.2 _____

3.1.3 _____

3.2 All duties and taxes (excluding GST 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. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4 Payments

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

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

3.5 Bank Guarantee and Penalties

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ valid for a period of _____year(s) _____month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

3.5.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

3.5.3 If at any time during performance of the Contract, Service Provider shall encounter unexpected conditions impeding timely completion of the

Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule[1] specified in this Agreement.

3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'F' in respect of any delay beyond the permitted period in providing the Services.

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

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

4. LIABILITIES/OBLIGATION

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

(i) Processing and authorising invoices

(ii) Approval of Information

(iii) _____

4.2 Service Provider Duties

(i) Service Delivery responsibilities

(a) To adhere to the service levels documented in this Agreement.

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[1] Please ensure that the time scheduled is suitably incorporated in the Agreement.

(b)   Software solution provided and/or maintained by Service Provider shall be free from OWASP Top 10 vulnerabilities (latest) during the term of Agreement.

(c)   Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.

(d)   Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.

(e)   Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(f)   Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

(g)   Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.

(h)   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.

(i)   Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

(ii) Security Responsibility

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

    (b) _____

5. REPRESENTATIONS &WARRANTIES

5.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of --------- from the date of acceptance.

5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies.

5.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).

5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the Bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.

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

5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict

with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

5.7 Service Provider warrants that it has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') owned by it (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Bank, for use related to the Services to be provided under this Agreement.

5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.9 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

5.10 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.

5.11 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Software does not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

5.12 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

5.13 During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame.

6. GENERAL INDEMNITY

6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Service Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service provider agrees to make good the loss suffered by the Bank.

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

7. CONTINGENCY PLANS

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

8.   **TRANSITION REQUIREMENT**

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

9.   **LIQUIDATED DAMAGES**

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

10.   **RELATIONSHIP BETWEEN THE PARTIES**

10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

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

11. SUB CONTRACTING

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

12. INTELLECTUAL PROPERTY RIGHTS

12.1 For any technology / Software / solution developed/used/supplied by Service provider for performing Services or licensing and implementing Software and solution for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

12.3 Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this Agreement.

12.4 The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider

shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection..

12.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank; or (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

12.6 Service provider hereby grants the Bank a *fully paid-up, irrevocable, unlimited, perpetual, non-exclusive/exclusive license* throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

12.7 Software licensed/developed as part of this Agreement can be put to use in all offices of the Bank.

13. INSTALLATION

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

14. INSPECTION AND AUDIT

14.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering

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

14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

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

14.4 Service Provider shall grants unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to

appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

15.   CONFIDENTIALITY

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

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

15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.

15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

15.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

    (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.

    (ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.

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

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

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

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

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

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

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

15.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

16.   OWNERSHIP

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

16.2   The Source Code /Object Code /executable code and compilation procedures of the Software solution made under this Agreement are the proprietary property of the Bank and as such Service provider shall make them available to the Bank after successful User Acceptance Testing.

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

16.4   Service Provider shall ensure proper change management process covering impact assessment, requirement and solution documents detailing changes made to the Software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The Source Code will be delivered in appropriate version control tool maintained at the Bank's on site location.

16.5   Service Provider shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as Source Code. Necessary backup and restoration of the revision control software related information will be handled by the service team as per the approved backup policy of the Bank.

16.6   For each application developed by Service Provider on Software, including third party software before the platform become operational, Service Provider shall deliver all documents to the Bank, which include coding standards, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.

16.7   Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all product components, details and documentation of all dependent/ external

modules and all documents relating to traceability of the Software supplied/ customized under this Agreement before its production release.

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

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

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

17. TERMINATION

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

   (e)   If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;

   (f)   If Service Provider fails to perform any other obligation(s) under the Agreement;

   (g)   Violations of any terms and conditions stipulated in the RFP;

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

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

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

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

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

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

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

(iii)   If any acts of commission or omission on the part of Service Provider or its

agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

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

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

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

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

18.   DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

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

18.2   If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either Party [the Bank or Service Provider] shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole

arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the Parties.

18.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

18.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

18.5 Arbitration proceeding shall be held at **Mumbai**, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

18.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.

18.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

19.   POWERS TO VARY OR OMIT WORK

19.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement.

Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

20. WAIVER OF RIGHTS

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

21. LIMITATION OF LIABILITY

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

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

21.3 The limitations set forth in abovementioned sub-Clause 21.1 shall not apply with respect to:

   (i)   claims that are the subject of indemnification pursuant to Clause 12 (infringement of third party Intellectual Property Right);

   (ii)   damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;

   (iii)   damage(s) occasioned by Service Provider for breach of Confidentiality Obligations ;

   (iv)   Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

   For the purpose of above mentioned sub-clause 21.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

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

22. FORCE MAJEURE

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

22.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

22.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

23. NOTICES

23.1 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).

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

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

(a) In the case of the Bank

_____

_____

_____

(b) In case of Service Provider

_____

_____

_____

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

24.   GENERAL TERMS & CONDITIONS

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

24.2 PUBLICITY: Service Provider may make a reference of the Services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

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

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

24.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

24.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.

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

(i) This Agreement;

(ii) Annexure of Agreement;

(iii) Purchase Order No._____ dated _____; and

(iv) RFP

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

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

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

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

State Bank of India   _____**Service Provider**

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

WITNESS:
1.   1.

2.   2.

ANNEXURE-A

DELIVERABLES/SCOPE OF WORK

As per RFP

ANNEXURE-B

As per RFP

ANNEXURE-C

As per RFP

ANNEXURE-D

As per RFP

ANNEXURE-E

As per RFP

ANNEXURE-F

As per RFP

ANNEXURE G
Transition & Knowledge Transfer Plan

1.   Introduction

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

2.   Objectives

2.1   The objectives of this annexure are to:

   (1)   ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;

   (2)   ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and

   (3)   ensure that all relevant Assets are transferred.

3.   General

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

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

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

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

3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;

3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and

3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:

(1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.

(2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part

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

3.4   If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

(1)   Services for which rates already specified in the Agreement shall be provided on such rates;

(2)   materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.

3.5   Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.

3.6   Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

3.7   Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

3.8   Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but

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

4. Replacement SERVICE PROVIDER

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

5. Subcontractors

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

6. Transfer of Configuration Management Database

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

7. Transfer of Assets

7.1   6 (six) months prior to expiry or within2 (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).

_____**XXXXX**_____

ANNEXURE-H

Deleted

Appendix -L

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at _____ between:

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

And

_____ a private/public limited 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 the Service Provider appoints any Sub-Contractor (if allowed) then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub

Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

    i.   the statutory auditors of the either party and

    ii.   government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3.   **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

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

    i.   Suspension of access privileges

    ii.   Change of personnel assigned to the job

    iii.   Termination of contract

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

4.   **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No

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

(f) This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

Dated this _____ day of _____ (Month) *20__* at _____(place)

For and on behalf of _____

Name		
Designation		

Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-M

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

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Appendix-N

Format for Submission of Client References

To whosoever it may concern

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

Name & Signature of authorised signatory

Seal of Company

Appendix-O

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

General

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

And

M/s_____ represented by Shri_____, Chief Executive Officer/ 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 farm, 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 B1DDERs.
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).

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   For BIDDER
Name of the Officer.   Chief Executive Officer/
Designation   Authorised Signatory
Office / Department / Branch   Designation
State Bank of India.

Witness   Witness
1
                                                          1.
2
                                                          2.

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

Appendix-P

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR
NAME OF SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT AND PROVIDE SUCH SOFTWARE SOLUTION/ SERVICES AS ARE SET OUT IN THE RFP NO.SBI:xx:xx DATED dd/mm/yyyy

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to develop, implement and support _____(name of Software Solution/ Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

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

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

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

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

6. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs._____/- (Rupees _____ Only)

b) Our liability under these presents shall not exceed the sum of Rs._____/- (Rupees _____ Only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.

f) Unless a claim or suit or action is filed against us on or before____(date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

Notwithstanding anything contained hereinabove:

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

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

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

Yours faithfully,

For and on behalf of

_____
Authorized official of the bank

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