



State Bank Operations Support Services Pvt Ltd., New Delhi (SBOSS)

Request for Proposal (RFP)

Empanelment of HR Vendors for Manpower Services

(OFF ROLL /CONTRACTUAL MANPOWER)

RFP No. SBOSS/2025-26/003 Dated 27.06.2025.

Last Date of submission of response: 26.07.2025 up to 17:00 Hrs

Name of the HR Vendor: M/s.....

State Bank Operations Support Services Pvt Ltd (hereinafter referred to SBOSS or the Company as per the context), a wholly owned subsidiary of State Bank of India, invites Request for Proposal (RFP) for Empanelment of HR Partners for hiring through contract of various off-roll / contractual manpower to be deployed at different locations of SBOSS and/or at its Client's premises to support them in operations and other activities, including takeover of existing resources from one HR Vendor by another successful bidder at the discretion of the Company. **All existing empaneled HR Partners must also apply for re-empanelment, provided they wish to continue as SBOSS HR Partners through this RFP.**

1.	NAME OF WORK	Outsourcing of manpower services for deployment at the SBOSS or its Client Premises for various support services in operations and other activities.
2.	EARNEST MONEY DEPOSIT	Rs. 2,00,000/- (Rupees Two lac only) in the form of Banker's Cheque / Demand Draft issued by any Nationalised/Scheduled Bank favouring "State Bank Operations Support Services Pvt Ltd" payable at New Delhi.
3.	SECURITY DEPOSIT.	To be deposited by the Successful Bidders only. (Not Applicable for Existing Empanelled HR Partners if they are one of the successful Bidders). Rs. 25,00,000/- (Rupees Twenty-five lakh only) in the form of Banker's Cheque / Demand Draft issued by any Nationalised/Scheduled Bank favouring "State Bank Operations Support

		Services Pvt Ltd” payable at New Delhi OR Performance BG of equivalent amount issued by any Nationalised/Scheduled Bank as per the format provided by SBOSS.
4.	DATE & TIME FOR AVAILABILITY OF TENDER DOCUMENT ON WEBSITE	Bid documents can be downloaded from the company's website, www.sboss.net.in , from the date of advertisement to the last date for bid submission, as mentioned in the RFP.
5	ADDRESS AT WHICH THE TENDERS ARE TO BE SUBMITTED	State Bank Operations Support Services (SBOSS), 2nd Floor, Madhuli Building, Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Mumbai - 400018
6	LAST DATE & TIME OF RECEIPT OF RESPONSE	26.07.2025 up to 5.00 pm
7	DATE AND TIME OF OPENING RESPONSE	Will be advised to bidders.
8	PLACE OF OPENING TENDER	SBOSS Pvt Ltd, New Delhi
9	VALIDITY FOR OFFER	6 (Six) Months from the date of opening of bids and thereafter during the period of engagement.
10.	COMMENCEMENT OF WORK	Within 7 days from the date of issuance of the Work Order.
11.	Terms and Conditions	As per the terms and conditions of the SLA.
12.	CONTACT PERSON	On behalf of SBOSS – 1) Shri Ashok Kumar Lohmod, DGM (SBOSS), New Delhi, Email – fh1@sboss.net.in 2) Ms. Divya Rastogi, VP (HR), New Delhi, Email – hr101@sboss.net.in ,

SBOSS RESERVES ITS RIGHTS TO ACCEPT/REJECT/CANCEL ANY/ALL RESPONSE/S TO THIS RFP WITHOUT ASSIGNING ANY REASON WHATSOEVER, AND CAN INCREASE OR DECREASE MANPOWER REQUIREMENT. IRRESPECTIVE OF MANPOWER REQUIREMENT, THE SERVICE PROVIDER HAS TO EXECUTE THE SAME AT THE RATE QUOTED FOR APPROVED MANPOWER.

A) ELIGIBILITY CRITERIA

The purpose of this section is for a bidder to provide information to SBOSS to demonstrate that its offered services satisfy the Company's requirements. The bidder should also demonstrate that it has the financial strength and the necessary infrastructure to fulfil the requirements set out in this RFP. Bidders who do not meet the requirements of the RFP or are unable to demonstrate that they fulfil the eligibility criteria may not receive further consideration during the evaluation process.

A complete list of the eligibility criteria is given below (Filling all details - mandatory):

Eligibility Criteria – As mentioned below.

Particulars to be provided by the bidder to evaluate their eligibility –

(A) Bidder's Profile:

RFP Reference no: SBOSS/2025-26/003

Sr. No.	Particulars	Response from the Bidder
1	Name of the bidder	
2	Year of establishment and its constitution. A certified copy of the Certificate of Incorporation issued by the Registrar of Companies with Memorandum & Articles of Association /Partnership Deed should be submitted as the case may be.	
3	Location of Registered Office /Corporate Office and complete Address	
4	Mailing Address of the Bidder	
5	Names and designations of the persons authorised to represent their firm or the company.	
6	Telephone and Mobile numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background. Service Profile; Domestic & International presence; Alliance and joint ventures.	
9.	Whether involved in litigation as a Service Provider with or involving any of the organizations / institutions to whom services are provided, and reason thereof.	

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B) Eligibility Criteria for Technical Qualification.

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)	Max. Marks	Bidder's response
1	Legal Entity	The Bidder must be an Indian Company/ LLP / Partnership firm registered under the applicable Act in India. [Consortium of companies not permitted]	Certificates of Incorporation issued by the Registrar of Companies with Memorandum & Articles of Association /Partnership Deed.	5	
2	Business Operation	The Bidder should have been in existence for a minimum period of three (3) years in India, in the same business and should have a Pan-India presence.	Copy of work orders and or certificate of completion of work	5	
3	Business (Strength of Employees)	Minimum 5,000 employees on rolls, please provide the existing strength.	Self-Declaration	10	
4	Business Capability	Hiring capacity of 2,000 employees in a year, please provide the number of employees onboarded during the last two (2) years.	Self-Declaration	10	
5	Business	Minimum fifty (50) Recruiters on rolls, please provide the existing strength.	Self-Declaration	10	
6	Business	Bidder should have provided manpower in at least three (3) Commercial Banks/Financial Institutions (FI)/Banking,	Work Order / Engagement Letter / Contract Copy	5	

		Financial Services (FI) and Insurance (BFSI), /Public Sector Undertakings (PSU) or three (3) references from Leading Indian Business clients for manpower services.			
7	Business	Number of Offices Pan-India with address. Pan-India Network (Optional Advantage) - Vendors with a Head Office with Regional Offices at places having Pan-India presence will get preference. Scalability in operation and multi-region support, if needed.	Self-Declaration	5	
8	Blacklisting	The bidder should not currently have been blacklisted by any Government Department/Commercial Banks/Financial Institutions (FI)/Banking, Financial Services (FI) and Insurance (BFSI), /Public Sector Undertakings (PSU) or under any declaration of ineligibility for fraudulent/corrupt practices or inefficient/ineffective performance.	Self-declaration on the bidder's letterhead	5	
9	Taxation Registration	The Bidder must have a valid: 1. PAN / TAN 2. GST Registration No.	Attested copies of certificates & KYC of the Partners/	5	

		<p>3. Bank Account Details.</p> <p>4. Bidders are required to submit the Vendor Registration Form to SBOSS.</p>	Company and its Directors.		
10	Ownership	The Bidder should not be owned or controlled by any of the Directors or present employees (friends or relatives) of SBOSS or by its holding company.	Self-declaration on the bidder's letterhead	5	
11	TAT for the lineup in days	Completion of the line-up within 30 days after the date of SBOSS's mandate.	As per mandate from SBOSS (Self-Declaration)	5	
12	Financial Data (Revenue)	<p>Gross revenue of the bidder</p> <p>Year 2022-23</p> <p>Year 2023-24</p> <p>Year 2024–25</p> <p>(If FY-25 audit are not finalised then till Q3 FY-24 to be submitted)</p> <p>Documentary proofs-Audited / Unaudited Financials are to be enclosed.</p>	Minimum yearly Average Gross Revenue of Rs 50 Cr during the last 3 years	10	
13	Financial Data (Profit)	<p>Net Profit (after all taxes, etc) of the bidder</p> <p>Year 2022-23</p> <p>Year 2023-24</p> <p>Year 2024–25</p>	Profit making for the last 2 years	10	

		(If FY-25 audit are not finalised then till Q3 FY-24 to be submitted) Documentary proofs-Audited / Unaudited Financials are to be enclosed.			
14	Financial Data (Net Worth)	Net Worth of the Bidder Year 2022-23 Year 2023-24 Year 2024–25 (If FY-25 audit are not finalised then till Q3 FY-24 to be submitted) Documentary proofs-Audited / Unaudited Financials are to be enclosed.	The company should have positive Net Worth during the last three (3) years.	10	
		Total Marks		100	Weightages 40%

Based on the information provided, SBOSS will shortlist vendors/ companies that prima facie come up to its requirements. The hiring service assigned to bidders must utilise their staff, and further outsourcing/subcontracting is not allowed. The criteria detailed above are indicative, and SBOSS reserves the right to revise them at its discretion.

Documentary evidence must be furnished against each of the above criteria, along with an index. All documents must be self-attested by the authorised signatory with the Seal of the Bidder. **Relevant portions in the submitted documents in pursuance of the eligibility criteria should be highlighted.**

Bid Evaluation

- Technical and Commercial Bids should be submitted separately in 2 sealed envelopes.
- Total marks for Technical Qualification – 100
- Total marks for Commercial Qualification - 100
- Weightage for Technical Qualification will be 40%.
- Weightage for the Commercial Bid will be 60%.
- Overall Weightage for both Technical and Commercial Bids – 100%
- Bidders' Technical bid will be evaluated first, and bidders found technically qualified only will be considered for evaluation of the commercial bid.

- Bidder securing the highest overall weighted marks, adding weightage marks for both technical and commercial bids, will be considered as L1 and others as L2, L3 and so on in descending order.
- For all qualified Bidders, final selection will be made based on the lowest L1 Service Charge and Sourcing Fees.

Note:

1. All existing empaneled HR Partners also need to apply afresh for this RFP.
2. All self-certificates shall be signed by an authorised signatory unless specified otherwise.
3. The response to the RFP is to be submitted in hard copy to the following address by post/courier – **Shri Ashok Kumar Lohmod, DGM (SBOSS), State Bank Operations Support Services Pvt. Ltd. 2nd Floor, Madhuli Building, Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Mumbai - 400018**
4. Signature and seal of the company to be put on all the pages.
5. The selection of the Bidder will depend on the capability to provide hiring services across India, including difficult terrain. The decision of the committee will be final & binding. No further communication will be entertained in this regard.
6. The Value of the Work Order will be as per the requirement of SBOSS from time to time.
7. The empanelment will be considered for transfer of existing resources from one HR Vendor to another successful bidder at the discretion of SBOSS without any additional charges.

The Scope of Work and other details will be as under.

Confidentiality / Non-Disclosure Agreement (NDA)

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient based on the undertaking of confidentiality given by the Recipient to the Company. The Company may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Company other than authorised persons of the Company or any of its customers or suppliers without the prior written consent of the Company.

Ethical Standards Compliance:

The Vendor shall conduct its operations following the highest ethical standards and in full compliance with all applicable laws and regulations. The Vendor must uphold principles of integrity, fairness, transparency, and accountability in all dealings. This includes, but is not limited to, refraining from corrupt practices, conflicts of interest, discrimination, harassment, or exploitation. Vendors found to be in violation of these standards may be subject to disqualification, contract termination, and other appropriate remedies as determined by the issuing organisation.

Compliance and Legal Responsibility Clause

The Contractor shall be solely and exclusively responsible for compliance with all statutory obligations and legal requirements applicable to the employment and engagement of the outsourced personnel under all relevant laws, including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (EPF), Employees' State Insurance Act, 1948 (ESIC), Minimum Wages Act, 1948, Payment of Wages Act, 1936, and any other applicable labour laws, rules, and regulations, as amended from time to time. The Contractor shall ensure timely deposit of all contributions, maintain all necessary records, file statutory returns, and furnish proof of compliance to the SBOSS as and when required. SBOSS shall not be held liable for any non-compliance or breach of statutory obligations by the Contractor in relation to the outsourced staff.

Project Scope:

A description of the envisaged scope is enumerated in sub-paragraphs below. However, the Company reserves its right to change the project/ assignment scope, considering the size and variety of the requirements and the changing business conditions. Notwithstanding what is mentioned in sub-paragraphs, the selected bidder will be required to undertake the assignment in SBOSS/ Holding Bank/ other wholly owned subsidiaries of the Holding Bank in full compliance with all existing Government. / Statutory Authority guidelines, within a specified time frame as directed. Primarily, the scope would be providing manpower requirements for various projects for Banking Operations Support. The Company, at its discretion, may consider taking over existing resources with one HR Vendor by another successful bidder at no extra cost in case existing HR Vendor fails to qualify bidding process for empanelment or for the HR Vendor's non-performance or for any other justifiable reason. -

Major scope of work for various manpower requirements:

- a) HR vendor sources, screens, and facilitates candidates for their deployment by SBOSS at its client's premises.
- b) HR Vendor Role: Recruitment, Background Verification, documentation, and onboarding coordination
- c) Account management.
- d) Cultural and environmental comprehension of SBOSS.
- e) Strategic approach to the recruiting function.
- f) Understanding and execution of best-in-class sourcing principles.
- g) Background check and Background verification/screening processes.
- h) Market Mapping for the Role
- i) Candidate screening/lineups.
- j) Retained and contingent agency management.
- k) Hiring strategy meetings.
- l) Employee training and support. (Need Basis)
- m) Ability to source and present diverse candidates as per the Eligibility Criteria and Job Profile for various requirements.
- n) Interview process excellence.

- o) Ad-hoc and urgent hiring requests.
- p) Offer creation and dissemination.
- q) Hiring manager intake meetings.
- r) Coordination with various Teams of SBOSS
- s) Compliance with all statutory and regulatory guidelines under PF, ESIC, PT, LWF, CLRA and all other applicable guidelines.
- t) Detailed Scope of Work will cover management of the entire life cycle of resources, including but not limited to the following, amongst other responsibilities.

- **Recruitment**
- **Joining Formalities including KYC and BGV**
- **Payroll Processing:**
- **Statutory and Regulatory Compliance:**
- **Disciplinary Action:**
- **Communication:**
- **Correspondence:**
- **Discipline:**
- **Accident or Injury to employee:**
- **Billing & Invoices:**
- **Allowing SBOSS for absorption of Outsourced Manpower at its discretion:**
- **Performance Review & Increment / Incentive payout:**
- **Rewards & Recognition:**
- **Employee Separation management**
- **Employee Grievance Redressal**
- **Handling legal matters.**
- **Any Other Requirement for resourced:**
- **The detailed Scope of Work (SOW) will be provided along with Work Order/SLA.**

A. Commercial Bid for providing outsourced manpower to SBOSS for deployment at its Client Locations (Pan-India) as per the Eligibility Criteria and Job Profile advised for Various Projects.

- Bidders must submit separate quotations for both the '**Pay & Collect**' and '**Collect & Pay**' models. The company will evaluate the quotes and then select the preferred model with the lowest quote for empanelment. The company's decision with regard to the preferred model shall not only be final but also be binding on all bidders.
- **A brief description of the aforesaid models is as under.-**
 - '**Pay & Collect**' – HR Vendor to pay salaries first to the employees and collect money from SBOSS after disbursing salaries
 - '**Collect & Pay**' – HR Vendor to collect money from SBOSS before disbursing salaries to the employees
 - **Please quote your charges at Column Nos. 3 and 4 only. The lowest quote will get higher marks.**

SI	Item	Marks	Details to be quoted
1	<p>Monthly Fixed Salary and Allowance for resources as per the Structure advised by SBOSS from time to time for various projects.</p> <p>Shall be in compliance with applicable State/Central Minimum Wages Notifications from time to time for the respective category of resources and zone.</p>		As advised from time to time.
2	Other Variable Allowances viz. Travelling, Mobile, etc./ Incentive / F&F Payment for resources periodically.		As advised from time to time.
3	Service Fees on invoices raised for various payments at monthly/periodic intervals for Salary, Allowances, Variables, Incentive, F&F and any other Payment made for resources.	<p>50</p> <p>❖ Quote for 'Pay & Collect'</p> <p>❖ Quote for 'Collect & Pay'</p> <p>(The lowest quote will get higher marks)</p>	(%)

4	Sourcing Fees (One Time) Percentage (%) of CTC for all categories of resources as per Eligibility Criteria and Job Profile (Payable after 45 days from DOJ and Completion of Clear BGV)	30 (The lowest quote will get higher marks)	Rs.
5	Background Verification of Resourced will be done through SBOSS empanelled BGV Vendors at an approved rate and will be reimbursed to HR Partner at actuals separately without any additional Service Charges.	20	Will be as per the approved rate of SBOSS
6	Absorption Fees for resources (in case of absorption / takeover of resources by SBOSS directly)		NIL – No charges will be paid for the absorption of resources by SBOSS
7	Based on the requirement, SBOSS may transfer the existing resources from one HR Partner to another HR Partner at its discretion with prior notice and without any additional charges, sourcing fees or absorption fees.		As decided by SBOSS from time to time.
	Total Marks	100	Weightage 60%

UNDERTAKING

I/We hereby declare that the information provided above and elsewhere in this RFP is true and the RFP is liable for rejection if the same is found to be false or the information is found to be suppressed by me/ us.

Signature of the applicant with seal :

Date :

Place :

Name & address of the Company / Firm :

The HR Partners for manpower service will be required to complete the following process for final empanelment and onboarding for SBOSS.

- 1) Execution of Non-Disclosure Agreement (NDA) as per SBOSS Format in NJ Stamp Paper.
- 2) Acceptance of Work Order.
- 2) Execution of Service Level Agreement (SLA) with detailed terms & conditions as per SBOSS Format in NJ Stamp Paper.
- 3) Submission of Company details as per RFP.
- 4) Submission of Performance Bank Guarantee or Security Deposit as prescribed by SBOSS.
- 5) Acceptance of Detailed Scope of Work for providing manpower as per requirement from time to time.
- 6) The Empanelment will remain valid for 3 years, subject to review by SBOSS yearly and may be renewed further at the discretion of SBOSS. However, SBOSS may terminate the Contract by giving 3 months' written notice at any time.
- 7) Submission of PAN, TAN, GSTN and Bank Account Details of the HR Partners along with the Vendor Registration Form.

List of Documents to be submitted by the HR Vendors against the RFP response

- 1) The RFP Document duly filled and signed in all pages as a token of acceptance with a forwarding letter addressed to DGM, SBOSS, along with all enclosures mentioned in the RFP at the Address mentioned above.
- 2) Undertaking for submission of Bid against the RFP and Conformity Letter as per Annexure
- 3) Company Profile with Key Financials for the last 3 years and other details
- 3) Copy of PAN, TAN, GSTN, Bank Account Details, Professional Tax, ESI, EPFO Registration, Labour License of State/Central Govt.
- 5) Commercial Quote as per the Format given above.
- 6) **Technical Bid and Commercial Bid documents should be submitted separately in 2 sealed envelopes, and both should be put in one envelope with details on the envelope**

as “Tender Documents”. The original set of all the documents in hard copy will be sent/submitted to the SBOSS Office.

7) All documents must be submitted in hard copy in a sealed envelope to the address mentioned above.

UNDERTAKING

We hereby certify that we have gone through the RFP and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum wages and other labour-related statutory formalities and P Tax, PF, ESI, etc. to the Company.

Place :
Vendor

Signature with seal of the

Date:

Name in block letters:
Address

Conformity Letter
(On Company letterhead)

To:

Date:

DGM,
SBOSS
New Delhi

SUB: Conformity Letter for RFP

REF No. :

Further to our proposal dated in response to the Request for proposal (Company's RFP #: dated hereinafter referred to as "RFP") issued by SBOSS ("Company"), we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations as contained in the RFP and the related addendums and other documents, including the changes made to the original tender documents issued by the Company. The Company is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere, either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Company's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We also confirm not to disclose any information related to this RFP/Contract to any third party without written consent from SBOSS.

We also hereby confirm that our prices as specified in the Commercial Bid adhere to the Payment terms specified in the RFP.

Yours faithfully,

Authorized Signatory
Designation
HR Vendor name

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the 'Agreement') is made at (Place _____) on _____ between:

State Bank Operations Support Services Pvt Ltd. (SBOSS), constituted under the Company's Act 2013, having its Regd Office at New Delhi (hereinafter referred to as 'Company', 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, 1956/2013/ 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. SBOSS is carrying on business of providing operational support to its Clients, has agreed to hire _____ services at its offices or SBOSS Client's branches.

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

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

1. Confidential Information and Confidential Materials:

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

2. Restrictions

- (a) Each party shall treat as confidential the Contract and any and all information ('confidential information') obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's 'Covered Person' which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed), then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub-Contractor giving the SBOSS an undertaking on 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 construed as a breach of this Agreement by Receiving Party.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other Government 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 either party, and

- ii. Government or Regulatory Authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole property 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 Willful 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 the 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 be construed in accordance with the laws of Republic of India. The parties agree to submit to the exclusive jurisdiction of appropriate Court in Delhi in connection with any dispute between the parties under the Agreement.
- (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 36 months 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 Parties agree that all feedback is and shall be entirely voluntary and shall not in the absence of a 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) 2023__ at _____(place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		