REQUEST FOR PROPOSAL
FOR PROCUREMENT OF DEVSECOPS AUTOMATION PLATFORM

**Ref: SBI/GITC/Enterprise And Technology Architecture/2019/2020/654
dated: 16/10/2019**

**Head
Enterprise & Technology Architecture Dept.
2nd Floor, Kapas Bhavan
SB GITC, CBD Belapur
Navi Mumbai 400 614**

SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Head, Enterprise & Technology Architecture Dept. Tel No: 022 – 27560031 Email: head.ea@sbi.co.in Alternate Email: rajendra.sawant@sbi.co.in; rishabh.gupta@sbi.co.in
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 **16.10.2019** to **11.11.2019**
3	Last date for requesting clarification	Upto **06:00 PM** (time) on **23.10.2019** (date) *All communications regarding points/ queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From **04:00 PM** (time) to **06:00 PM** (time) on **30.10.2019** (date) at GITC, Navi Mumbai (venue) *Maximum up to 2 (two) representatives will be allowed from each organization.
5	Clarifications to queries raised at pre-bid meeting/ Corrigendum (if any) will be provided by the Bank/ made available on the Bank's Website.	On **04.11.2019** (date)
6	Last date and time for Bid submission	Upto **3:30 PM** (time) on **11.11.2019** (date)
7	Address for submission of Bids	Head, Enterprise & Technology Architecture Dept., 2nd Floor, Kapas Bhavan SB GITC, Sector 10, CBD Belapur Navi Mumbai - 400614
8	Date and Time of opening of Technical Bids	**04:00 PM** (time) on **11.11.2019** (date) *Authorized representatives of bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of 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.10,000.00/-** (Rupees Ten thousand only) Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account *Tender fee will be non-refundable.	
12	Earnest Money Deposit	**Rs. 25,00,000.00/-** (Rupees Twenty Five Lacs only) Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account * EMD shall be valid upto 180 days from bid submission date. * Bidder should deposit EMD and Tender Fee separately.	
13	Transition Penalty	15% of the Total Contract Value	
14	Bank Guarantee	20% of the Platform (i.e. Setup and Implementation) Cost	Performance Security in form of BG should be valid for 5 year(s) and three months from the effective date of the Contract.
15	Contact details of agency appointed for conducting Reverse Auction	Will be intimated later to technically qualified Bidders	

Part-I

S.N.	INDEX
1	INVITATION TO BID
2	DISCLAIMER
3	DEFINITIONS
4	SCOPE OF WORK
5	ELIGIBILITY AND TECHNICAL CRITERIA
6	COST OF BID DOCUMENT
7	CLARIFICATIONS AND AMENDMENTS ON RFP/ PRE-BID MEETING
8	CONTENTS OF BID DOCUMENTS
9	EARNEST MONEY DEPOSIT (EMD)
10	BID PREPARATION AND SUBMISSION
11	DEADLINE FOR SUBMISSION OF BIDS
12	MODIFICATION AND WITHDRAWAL OF BIDS
13	PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA)
14	BID INTEGRITY
15	BIDDING PROCESS/ OPENING OF TECHNICAL BIDS
16	TECHNICAL EVALUATION
17	EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION
18	CONTACTING THE BANK
19	AWARD CRITERIA AND AWARD OF CONTRACT
20	POWER TO VARY OR OMIT WORK
21	WAIVER OF RIGHTS
22	CONTRACT AMENDMENT
23	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
24	BANK GUARANTEE
25	SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING
26	SERVICES
27	WARRANTY AND ANNUAL MAINTENANCE CONTRACT
28	PENALTIES
29	RIGHT TO VERIFICATION
30	INSPECTION AND TESTING
31	RIGHT TO AUDIT
32	SUB-CONTRACTING
33	VALIDITY OF AGREEMENT
34	LIMITATION OF LIABILITY
35	CONFIDENTIALITY
36	DELAY IN SERVICE PROVIDER'S PERFORMANCE
37	SERVICE PROVIDER'S OBLIGATIONS
38	TECHNICAL DOCUMENTATION
39	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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, SBI sponsored RRBs and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement of DEVSECOPS AUTOMATION PLATFORM.

ii. In order to meet the Software Solution/ service requirements, the Bank proposes to invite Bids from eligible Bidders as per details/ scope of work mentioned in **Appendix-D** 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/ 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 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/ service desired in this RFP. The proposed Software Solution/ 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 Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed Software Solution/ 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/ 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.

viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of Software Solution/ Service.

4. SCOPE OF WORK:

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

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-E** 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.

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-L** at the address/ by e-mail within the date/ time mentioned in the Schedule of Events.

ii. A pre-Bid meeting will be held 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.

v. The interested parties/ Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/ email and ensure that clarifications/ amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto.

vi. 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.

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

8. CONTENTS OF BID DOCUMENT:

i. The Bidder must thoroughly study/ 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.

iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.

iv. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.

v. The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.

vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H.**

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-
   (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
   (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
   (c) if a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of Contract; or
   (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

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

10. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as "**Technical Proposal for supply of DevSecOps Automation Platform in response to the RFP No. SBI/GITC/Enterprise And Technology Architecture/2019/2020/654 dated 16.10.2019".** This envelope should contain following documents and properly sealed:
   (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.

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

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

(f) Bidder should provide licensing details of Software/ Database/ Middleware/ Operating System/ Third Party Software etc., if applicable.

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

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

(i) Secure practices self-certification – **Appendix-N**

(j) Format for Manufacturer's Authorization Form – **Appendix-O**

(k) Any deviations sought from technical criteria/ specifications given in RFP.

(l) Detailed explanation of functioning of Software Solution including (but not limited to) network port, environment and other dependencies in the overall deployment diagram.

(m) Deployment and Project Management Methodologies: Documents on deployment framework, tools, templates & utilities to be provided along with Profile of project Team/ previous Assignments of similar nature/ Details project plan to be submitted.

(n) The supporting documents which are required to support clauses mentioned elsewhere in the RFP.

ii. A second sealed envelope prominently marked as "**Indicative Price Bid for supply of DevSecOps Automation Platform in response to the RFP No. SBI/GITC/Enterprise And Technology Architecture/2019/2020/654 dated 16.10.2019**". This envelope 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 Software Solution/ services it proposes to supply.

(b) A soft copy (signed scanned copy of the technical Bid) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.

(c) While submitting the Technical Bid, literature on the Software Solution/ service should be segregated and kept together in one section/ lot in a separate envelope.

(d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

(e) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

(f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or 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 in indelible ink and shall be 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 with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

(l) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.

(m) The Bid document shall be spirally bound.

(n) The Bank reserves the right to reject Bids not conforming to above.

(o) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.

(p) All the envelopes shall be addressed to the Bank and deliver at the address given in Schedule of Events of this RFP and should have name and address of the Bidder on the cover.

(q) If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. DEADLINE FOR SUBMISSION OF BIDS:

i. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".

ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.

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

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 that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

ii. A withdrawal notice may also be sent by the authorised representatives of the company through email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.

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

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

v. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED 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. 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 (or video conferencing), 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.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

i. The envelope containing 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 service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank/ Authorised service provider. 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 revised vide GOI, Ministry of Commerce and Industry, Department of Industrial

Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 28, 2018 will be applicable for this RFP and allotment will be done in terms of said Order as under:

(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(b) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):
"Local content" means the amount of value added in India which shall 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.
"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.
"Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. **Verification of local content:** The local supplier at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the product offered meets the minimum local content and shall give details of location(s) at which the local value addition is made.

iii. Total cost of Software Solution along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/ Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.

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

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

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

vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.

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

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

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

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

20. POWERS TO VARY OR OMIT WORK:

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.

All the provided tools and the platform should be tested in terms of security as well as functionalities and any issues found are to be addressed in the pilot phase during on boarding of an application to the DevSecOps platform.

On satisfactory completion of the pilot phase, 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 therefore.
    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.

xii. The Bidder shall also have to comply with services as mentioned in **Appendix-D** in addition to the ones listed above.

27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

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

ii. During the AMC period, the Bidder will have to undertake comprehensive support of the Software Platform/ 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 Platform/ 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 Platform/ 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, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Platform/ Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Platform/ 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 expert engineer(s) at Bank's offices at Navi Mumbai or at other locations wherever required, whenever it is essential. In case of failure of Software Platform/ Solution, the Bidder shall ensure that Software Platform/ Solution is made operational to the full satisfaction of the Bank within the given timelines.

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

v. Support 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), application code promotion activities 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.).

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 clause 34 (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 clause 34(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 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 Part-II of 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-K** of this RFP.

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 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 clause 39 (iv) and 39 (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, unlimited and 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.

vii. The custom development with regards to any tools used in the platform or any plugins developed for smooth operations of the said platform shall be the IPR of the Bank.

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 10% 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. FRAUD & CORRUPT PRACTICES:

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 an Application 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. Without prejudice to the rights of the Bank under Clause 42(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 if such 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, as the case may be.

iii. 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;

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 clause 43(i)(a) to 43(i)(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 one year post the GO-LIVE date (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. DISPUTES/ ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

i.   All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), 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. 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 arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

ii. Service Provider shall continue work under the Contract 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.

iii. 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.

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 all Central/ State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **Appendix-F.**

iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central/ State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F.**

iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

v. Income/ Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

vi. 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.

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 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 EMD/ tender fee 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 Envelope)

Date: _____

To:

Head,

Enterprise & Technology Architecture Dept.

2nd Floor, Kapas Bhavan

SB GITC, CBD Belapur

Navi Mumbai 400 614

Dear Sir,

Ref: RFP No. SBI/GITC/Enterprise And Technology Architecture/2019/2020/654 dated 16/10/2019

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

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

v. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information/ data/ particulars proving to be incorrect, the Bank will have the right to disqualify us from the RFP.

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-P** 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 are not under any debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments.

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

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

xvi. 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.

xvii. 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 201

_____

(Signature)   *(Name)*
          (In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

<u>**Appendix-B**</u>

BIDDER'S ELIGIBILITY CRITERIA

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP/ Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder must have an average turnover of minimum Rs. 25 crore during last 03 (three) financial year(s) i.e. FY18-19, FY17-18 and FY16-17.		Copy of the audited financial statement for required financial years.
3.	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 2 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and/ or Certificate of the statutory auditor.
4.	Bidder should have experience of minimum 4 years in providing similar Software Platform/ Solution/ services.		Copy of the order and/ or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
5	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. • Start and End Date of the Project to be mentioned. • At least 3 client references are required and out of these one should be of BFSI industry		Bidder should specifically confirm on their letter head in this regard as per **Appendix-M**

6.	Past/ present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes, if any are to be given on Company's letter head.
7.	Bidders should not be under debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in **Appendix A** in this regard.
8.	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.		Bidder should specifically certify in **Appendix A** in this regard.
9.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in **Appendix A** in this regard.

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

Name & Signature of Authorised Signatory   **Seal of Company**

Appendix-C

BIDDER DETAILS

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's 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:-
	   a) Account No.
	   b) Name of account holder
	   c) Name of Bank
	   d) IFSC Code	

Name & Signature of Authorised Signatory

Seal of Company

SCOPE OF WORK AND PAYMENT SCHEDULE

**A. Description of Solution and Services:**

The Bank is embarking on the DevSecOps journey and wishes to setup a scalable platform (mostly based on Open-Source tools) for automation of CI/ CD/ CT (Continuous Integration/ Continuous Development/ Continuous Testing) activities as a centralized DevSecOps implementation. To achieve the objectives, following are the broad requirements:

1. Provide platform to implement Bank-wide centralized DevSecOps framework which would be able to provide orchestration layer for the end-to-end DevSecOps pipeline using primarily the open-source tool sets identified by the Bank. It should have self service capability for end users.
2. Provide onsite resources to:
    a. Create, manage, configure and support the above platform (including product and operational support of the DevSecOps tools).
    b. To consult and assist various IT departments in switching/ migrating and onboarding/ adoption of existing/ new applications on to the core DevSecOps platform. They shall be able to provide enablement sessions to the IT Departments.
    c. To provide a day-to-day operational support for the on-boarded departments.
    d. Create training contents on the platform and associated tools and keep it updated timely as part of knowledge repository to enable self-learning with the Bank.

B. Description of Deliverables:

a) Platform should be able to support activities of:
    i. Development of software applications using Agile as well as Waterfall project management methodology.
    ii. Deployment on traditional hardware, VM based, Container (Docker/ Kubernetes) based architecture.
    iii. Application architectures based on Monolith, SOA based as well as Micro services.
    iv. Development using multiple technologies, but not limited to .NET, Java, Angular, PHP, Python, COBOL, SAP.

b) The platform should be able to demonstrate and achieve centralized DevSecOps practices which includes, but not limited to, as shown in the following diagram:
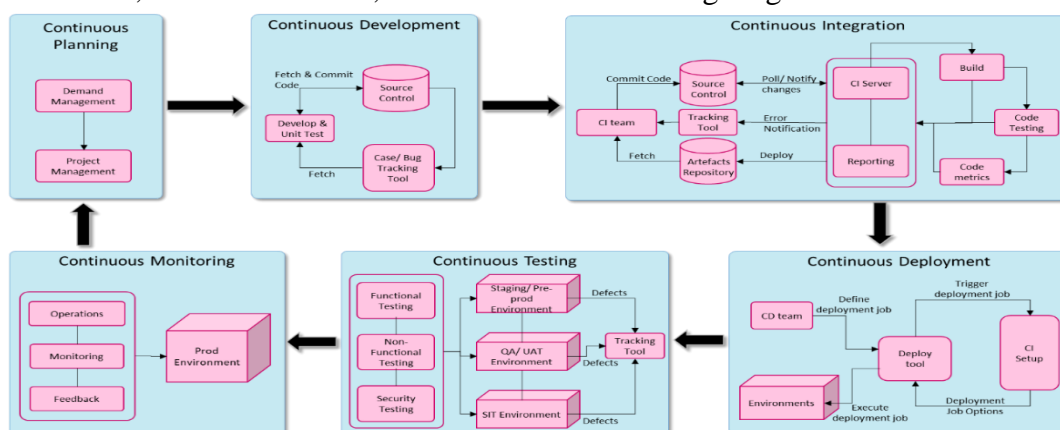

c) The platform should be able to stitch together the following combination of Open-Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development environments and multiple network regions as detailed below:

DevSecOps Major Areas	DevSecOps Minor Areas	Bank's Identified Tools
Continuous Planning	Demand / Project Mgmt.	EPM* (in-house developed)
	Planning Mgmt.	JIRA*
Continuous Development	Source Control	Git
	Coding	Eclipse and VS
	Unit Test	JUnit and NUnit
Continuous Integration	Manage Artefacts	Nexus
	Secure Code Analysis	HP Fortify*
	Static Code Analysis	SonarQube
	CI	Jenkins
	Build	Maven
Continuous Deployment	Deploy	Jenkins
	Configuration	Ansible
Continuous Testing	Functional	Selenium
	Non-Functional	JMeter
	Security	HP WebInspect*
	API Testing	Postman / REST Assured
Continuous Monitoring	Application	App. Monitoring Tool*
	Infrastructure	Nagios
	Logs	ELK

Licenses for these tools will be managed by the Bank

d) Presently Bank is using various tools for DevSecOps practices, hence, the selected partner, with its proposed platform/ solution, should be able to demonstrate the capabilities to make use of the existing tool sets used in the Bank and/ or to suggest a reliable and equally efficient alternate tools as replacement. The partner shall be allowed to propose minor modifications (subject to Bank's approval) in the Bank's adopted framework as long as:
   o The changes adhere to the existing compliances.
   o The partner can provide an end to end comprehensive support under the existing DevSecOps framework.

    o The partner can demonstrate that there are open ended alternatives for the change of these tools over time.

    o The licenses, in case if the replacement is proprietary, to be provided by the service provider/ bidder.

e) The platform should operate based on the proposed model shown below.
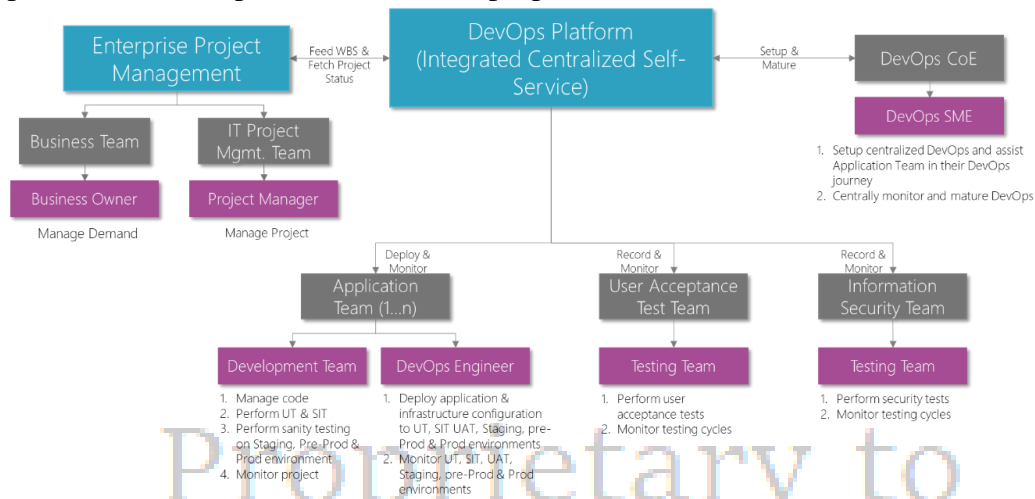
f) The platform should help automate the release and delivery of applications, shortening the delivery lifecycle, streamlining manual processes, and accelerating team velocity.

g) The platform to support source code management which enables coordination, sharing and collaboration across the development teams. It should also track and merge branches, audit changes and enable concurrent work, to accelerate software delivery.

h) The platform should enable teams to package their applications and dependencies and build artifacts with ease to ensure DevSecOps acceleration with automated software pipelines.

i) The platform should be able to automate unit testing, functional testing and non-functional testing (e.g. performance test, security test) and integrate them into the pipeline.

j) The platform should be able to orchestrate and manage development and test environments and be future ready to support and manage Container based platform.

k) In case of OSS tools Bank shall begin with latest stable community versions and later on, may switch to enterprise versions as per Bank's discretion.

l) The platform should be able to provide a common comprehensive reporting dashboard as part of "*continuous measurement*" to enable the Bank to monitor the adoption and implementation.

C. Help Desk Requirements:

a) Onsite support facility using Bank's ITSM ticketing tool.

b) The team is required onsite at Navi Mumbai in general working hours on all Bank's working days. However, some of the team members may require to work in shifts also as per Bank's need.

c) The team may be required to attend certain shifts on holidays/ off days/ late evening hours, as and when required.

d) Escalation process should be defined and in place for unresolved issues.

e) Bidder support staff should be well trained to effectively handle queries raised by the Bank customers/ employees, etc.

f) The SLA/ Penalty for monitoring onsite support team is mentioned in **Appendix-G.**

g) **Tasks list of onsite resources for Product Support:**

1. Download and maintain a Central Repository of all the OSS DevSecOps toolset installable, its latest patches, upgrades, fixes and dependencies etc. resolving the security finding and recommendations as decided by the Bank.

2. Implement, setup, maintain and upgrade/ update the centralized DevSecOps platform as well as the associated toolsets identified by the Bank. Wherever applicable, recommend and refine the infrastructure sizing.

3. Provide technical support from experts backed by community leaders to provide defect level support services to resolve OSS tool level issues, address product compatibility and interoperability concerns.

4. The DevSecOps platform should use Bank's AD based SSO for user authentication and authorization using relevant role based access. Also integrate with Bank's email system/ SMS system for sending relevant notifications.

5. The DevSecOps platform should integrate with Bank's platforms like SOC, PIMS, NOC, Command Centre, ITAM, ADS, ITSM etc. to meet security and compliance requirements as and when required.

6. Guide and assist in implementing DevSecOps governance framework and DevSecOps CoE (Centre of Excellence).

7. Create and regularly update relevant documentation, such as detailed procedural document about the processes, structure, access mechanism and deployment of DevSecOps platform.

8. Define the process and mechanism to configure and use hash for deployment artefacts, application packages etc. in order to ensure that only tool-based deployment of code is allowed.

9. Set-up approval-based automation for code deployment as per the process/ workflow defined by the Bank.

10. Follow and refine the DevSecOps environment topology currently defined by the Bank.

11. Work with Project Management team, User Acceptance team and Information Security team to integrate the DevSecOps platform using the above mentioned tools or with their respective tools.

12. Define and implement the infrastructure delivery as part of the DevSecOps platform.

13. Assists in the feasibility study & impact analysis to setup centralized DevSecOps.

14. Monitor the assets of centralized DevSecOps setup such as systems, network assets, OS, database, software etc. and ensure its compliance in terms of patches and upgrades, VAPT and other compliance, as decided by the Bank.

15. Ensure Backup, Recovery and DR of the DevSecOps platform as decided by the Bank.

16. Keep the centralized DevSecOps setup safe from any security vulnerabilities and also adherence to any compliance as decided by the Bank.

17. Continuously look-out for any new tools with new or upgraded features, including recommending better alternatives that may fit into the SBI DevSecOps ecosystem.

18. Provide expert advice on evaluation, selection, and implementation of security features, administrative procedures, and appropriate controls in OSS as per the Bank's security policies.

19. Maximize the level of automation and self-service in the SBI DevSecOps ecosystem.

20. Any other task(s) associated/ related with the platform/ solution and not listed above.

h) **Tasks list of onsite resources for Operational Support:**

1. Install, configure and maintain all tools of DevSecOps platform in Physical or Virtual environment, as decided by the Bank.

2. Apply patches, new releases, upgraded, fixes to DevSecOps platform as well as tools as decided by the Bank.

3. Provide support on various issues like performance bottlenecks, health check-up, resolution of any complex operational or performance or security issue, migration from an existing Closed Source Technology/ Commercial/ Proprietary/ other OSS software to the DevSecOps tools.

4. Administration, management and monitoring of the Integrated Centralized DevSecOps Platform.

5. Responsible to resolve security concerns, OSS vulnerabilities, VAPT, maintenance of security policy in systems (SCD configuration), OSS hardening from time to time, as decided by the Bank.

6. Provide support to older versions of the OSS in case the Bank chooses not to upgrade to latest version.

7. Support and work with the respective teams to onboard them onto the DevSecOps platform for legacy as well as new-age applications or services by using Bank's ticketing tool.

8. Guide the Application teams to deploy their application & related infrastructure configuration to Development, SIT, UAT, Staging, pre-Production & Production environments, as applicable by using Bank's ticketing tool.

9. Guide and assist in on-demand request from projects for any expert troubleshooting of DevSecOps tools.

10. Should be able to provide hands-on sessions to each application department – Immediately after the on-boarding on the platform.

11. Any other task(s) associated/ related with the platform/ solution/ services and not listed above.

i) **Skill Sets requirements for onsite resources:**

DevSecOps Lead Engineer/ Evangelist (with min. exp. Of 8 years)	• Analysing, executing, streamlining and architecting overall, comprehensive, and efficient DevSecOps practices. • Good scripting skills like Perl, Python, Shell etc. on Linux/ Unix/ Windows based environments. • Hands on knowledge of DevSecOps tools mentioned in this RFP.
DevSecOps Engineer (with min. exp. Of 4 years)	• Automating processes with the right tools and Developing Custom plugins.

- All round skills in using DevSecOps various tools in planning, development, integration, testing, releasing or deployment.
- Should have a working understanding of data centre-based and cloud infrastructure components.
- Good communication, Conflict Resolution, Flexibility, Presentation, Teaming & Collaboration and soft skills.
- Ability to create knowledge articles and SOP.
- Experienced in working with cross cultural teams and Onsite / Offshore coordination.
- Train Developer teams to use DevSecOps toolchains.
- Give demos to the end-users about how to use the DevSecOps tools & platform, take feedback for further improvement and implement the same.

Education:
B.Tech/ B.E./ M.C.A/ M.Tech./ M.E.

Note:
1. The onsite team, in each shift, should be able to maintain and support the entire centralized platform as well as all the tools associated. This shall be applicable after the completion of pilot phase.
2. The team should also have experience in contributing and communicating with the community w.r.t. the tools mentioned above.
3. Bank reserves the right to interview all of the professionals to be deployed in the project and reject if not found suitable for the project. At a later stage also if any of the professional found unsuitable or incapable or violates any of the bank guidelines Bank may ask to remove/ replace all such professionals on a short notice.

D. Term of the Project - Project Milestones and Delivery Locations

Sr. #	Summary	Timelines / Schedule
1	Commissioning of platform & tool-sets and formation of CoE.	8 Weeks from Date of PO
2	Closure of Security review findings (GO-LIVE stage)	12 Weeks from Date of PO
3	On-boarding of 2 applications with end-to-end pipeline integration (PILOT Phase)	12 weeks from Date of GO-Live
4	Helpdesk rollout, Maintenance, support and future on-boarding	Ongoing at onsite
Delivery Location: Navi Mumbai		

E. Scalability Requirements

i. The platform/ solution/ architecture should be able to support and scale to onboard minimum 250 applications over the duration of the contract period.

ii. The platform should be able to on-board and support applications developed using micro-services architecture and deployment of container based platforms as and when adopted by the Bank.

F. Regulatory and security Requirements:

As defined in Bank's policy and guidelines from time to time. The solution deployment will be subjected to Security Review.

G. Training
1. The Bidder should provide online tutorials, video and e-learning lessons.
2. The Bidder should arrange for training sessions as follows for management and maintenance of the Solution.

H. Project Management

The Bidder should clearly define project life cycle and milestones which includes but not limited to:
1. Environmental Study and Project Proposal
2. Functional Requirements Specifications
3. Requirement Analysis & Requirement Traceability Matrix
4. Functional Design Specifications
5. Design Technical Architecture/ Specifications
6. Project Plan along with list of deliverables
7. Master Test Plan including SIT & UAT (Functional & Regression)
8. Risk Management & Dependencies
9. Necessary Documentation on all the stages

I. Compliance with Bank's IS Security policy

The Bidder should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:
1. Responsibilities for data and application privacy and confidentiality
2. Responsibilities on system and software access control and administration
3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
4. Physical Security of the facilities
5. Physical and logical separation from other customers of the Vendor
6. Incident response and reporting procedures
7. Password Policy of the Bank

8. Data Encryption/ Protection requirement of the Bank

J. Performance Requirements

The bidder should ensure an uptime of 99.9% at any given time.

K. Payment Schedule

Summary / Description	Timelines	Payment % of _____ cost
Commissioning of platform & tool-sets and formation of CoE	8 Weeks from Date of PO	40% of Sub-total A Line #1
Closure of Security review findings (GO-LIVE stage)	12 Weeks from Date of PO	40% of Sub-total A Line #1
PILOT Phase: On-boarding of 2 applications with end-to-end pipeline integration	12 weeks from Date of GO-Live	70% of Sub-total A Line #2 Balance 30% of Sub-total A Line #2 shall be paid after 3 months of the completion of pilot phase.
Balance 20% of Sub-total A Line #1 shall be paid after 1 year of the completion of pilot phase.		
Helpdesk rollout, Maintenance, support and future on-boardings	Ongoing at onsite	Paid quarterly in arrears

Appendix-E

TECHNICAL & FUNCTIONAL SPECIFICATIONS

A. Tools Compliance

DevSecOps Major Areas	DevSecOps Minor Areas	Bank's Identified Tools	Compliance (Yes/ No) and Supporting Documents
Continuous Planning	Demand / Project Mgmt.	EPM * (in-house developed)	
	Planning Mgmt.	JIRA*	
Continuous Development	Source Control	Git	
	Coding	Eclipse and VS	
	Unit Test	JUnit and NUnit	
Continuous Integration	Manage Artefacts	Nexus	
	Secure Code Analysis	HP Fortify*	
	Static Code Analysis	SonarQube	
	CI	Jenkins	
	Build	Maven	
Continuous Deployment	Deploy	Jenkins	
	Configuration	Ansible	
Continuous Testing	Functional	Selenium	
	Non-Functional	JMeter	
	Security	HP WebInspect*	
	API Testing	Postman/ REST Assured	
Continuous Monitoring	Application	App. Monitoring Tool*	
	Infrastructure	Nagios	
	Logs	ELK	

B. Platform Compliance

FC / PC / NC = Fully Comply / Partially Comply / Not Comply

Platform Requirements	FC / PC / NC **	Remarks (in case of PC / NC)
Provide an end to end framework for DevSecOps showcasing following high level abilities: • Continuous Planning • Continuous Development • Continuous Integration • Continuous Deployment • Continuous Testing • Continuous Monitoring		
Demonstrate a working prototype of the framework using specified tools with assurance		

Platform Requirements	FC / PC / NC **	Remarks (in case of PC / NC)
of adopting new toolsets (as replacement in future if required) to be leveraged within the same framework. **(Either at client site or own site/lab)**		
Support widespread use/integration with Open Source tools specified / identified / chosen by the Bank and also commercial tools preferably using REST API.		
Provide services for installation, configuration, testing, continuous use and consulting of the toolsets within the Bank.		
Work with Bank's teams for integration of these tools.		
The Platform/ solution must integrate with various systems/ applications in the Bank including but not limited to SOC, PIMS, NOC, Command Centre, ITAM, ADS and ITSM etc.		
Should be capable to involve other partners (also product or services providers) into their framework to keep it open ended.		
Should be able to define operating model to guide the adoption of DevSecOps in the organization.		
Should be able to consult on Organization Structures, roles and responsibilities for DevSecOps adoption. Also able to define segregation of duties with respect to the processes being carried out by the given tool set to avoid role conflicts.		
Should be able to provide quality insights related to the builds, pipelines, and application modules to continuously assess the state of quality during SDLC.		
<u>Continuous Testing</u> – Should be able to • design, plan, execute and analyze of all manual and automated testing efforts • Provide end-to-end test management visibility and traceability • Provide unified testing framework that supports mobile, web, desktop environments		
Should be measurable during the various phases of overall engagement: • Building Platform Solution • Integration timelines • Operational Goals		

Platform Requirements	FC / PC / NC **	Remarks (in case of PC / NC)
• On-boarding Progress • Success of Enablement sessions • Measure Service Management solutions (SLA, SLO, Time to Respond, Time to Resolve etc.)		

C. Managed Services and Onsite Team Responsibilities and Compliances

RFP Requirements (for services)	FC / PC / NC **	Remarks (in case of PC / NC)
Should ensure that the requirements and mappings are ready before integrating tools into new system.		
Should be able to work with the Bank for integration of these tools and as per defined Integration sequence		
Should be able to suggest and document the requirements w.r.t. features/ functionalities		
Should be able to setup and maintain atleast 2 similar instances of the platform (i.e. Production and UAT) with all products/ tools and its integrations.		
Should be able to define and document the detailed road map and on-boarding criteria for on-boarding teams in the proposed centralized platform with minimal disruptions.		
Should be able to provide operational support based on incident management tool provided by the Bank in case of any service degradation or otherwise.		
Should be able to define and document the change management process for any changes recommended for the platform.		
Should be able to provide platform/ solution administration, preventive and reactive health checks and monitoring. Also be able to identify root cause of issues reported and identify/ record the fix for future references.		

RFP Requirements (for services)	FC / PC / NC **	Remarks (in case of PC / NC)
Should be able to provide governance, planning, resource coordination, first point of contact for escalations and monthly operational reporting.		
Should be able to manage releases with regular platform/ solution/ tools updates. This may also include patches, minor and major updates.		
Should be able to provide consulting around new functionality provided by product updates, planning for continuous solution design improvement, and also for planned changes/ new integrations.		
Should be able to provide support for non-standard integrations as part of the solution		
Should be able to create training contents and artefacts on all the solutions and tools to ensure that the audience gain good understanding about the new solution and also to enable self-learning.		
Should be able to define the success criteria for the adoption at enterprise level and also to evaluate the adoption of solution rollout and identify/ implement in corrective measures.		
Should be able to define properly laid down escalation matrix clearly stating the support structure.		
Should be able to train Bank's identified teams/ individuals on the operational and products aspects of the platform and its tools.		

Name & Signature of authorised signatory

Seal of Company

Appendix-F

INDICATIVE PRICE BID

The indicative Price Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification–**"Indicative Price Bid for Procurement of SBI/GITC/Enterprise And Technology Architecture/2019/2020/654 dated 16/10/2019".**

Name of the Bidder: _____

A. Setup and Implementation

#	Item	Quantity	Rate per user license*	Total Quote (INR)	Proportion to Grand Total (in %age) #
1	Commissioning of platform & tool-sets and formation of CoE including Closure of Security review findings (GO-LIVE stage)	NA	NA		Upto 15%
2	Pilot: On-boarding of 2 applications with end-to-end pipeline integration	NA	NA		Upto 15%
				Sub-Total A	

@Setup, Implementation and pilot phase is independent of the number of resources.

B. Onsite Support (during the contract period starting from the completion of pilot phase)

Sr. No.	Item	Quantity*	Monthly Rate per resource	Total Quote for 4.5 years (INR)	Proportion to Grand Total (in %age) #
1.	DevSecOps Lead Engineer (min. Exp. of 8 years)	1			
2.	DevSecOps Engineer (min. Exp. of 4 years)	4			
			Sub-Total B		

If required, Bank may hire more number of resources at the above cost during the period of the contract.

@*The resources as per the onsite support shall be required post completion of the PILOT phase.*
Please note: *Resources Cost will be paid quarterly in arrears.*

Summary of Indicative Quote:

Item	Total Quote (INR)	Proportion to Grand Total (in %age) #
(a) Sub-Total A (Setup and Implementation)		
(b) Sub-Total B (Onsite Support)		
(c) Grand Total (A+B)**		

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

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

Breakup of Taxes and Duties

Sr. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
		GST%		
1.				
2.				
3.				
Grand Total				

Name & Signature of authorised signatory

Seal of Company

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost 'G' (in %age) of indicative price bid	Final Price (INR) in reverse auction	Minimum final price should not be below (INR)	Maximum final price should not exceed (INR)
A	**B**	**C**	**D***	**E** *(95% of D)*	**F** *(95% of D)*
Item 1	25	13.16	9.87	9.38	10.36
Item 2	50	26.32	19.74	18.75	20.72
Item 3	75	39.47	29.60	28.13	31.09
Item 4	40	21.05	15.79	15.00	16.58
Grand Total (1 + 2 + 3 + 4)= G	**190**	**100**	**75**		

* Ideal final price breakup based on final price of INR 75 quoted in the reverse auction.

Appendix -G

CERTIFICATE OF LOCAL CONTENT

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

Date:_____

To,

Head,

Enterprise & Technology Architecture Dept.

2nd Floor, Kapas Bhavan

SB GITC, CBD Belapur

Navi Mumbai 400 614

Dear Sir,

Ref.: RFP No. : SBI/GITC/Enterprise And Technology Architecture/2019/2020/654 Dated: 16/10/2019

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

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder   **OEM**

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

OR

Format for Self-Certification of Local Content

Date:_____

To,

Head,

Enterprise & Technology Architecture Dept.

2nd Floor, Kapas Bhavan

SB GITC, CBD Belapur

Navi Mumbai 400 614

Dear Sir,

Ref.: RFP No. : SBI/GITC/Enterprise And Technology Architecture/2019/2020/654 Dated: 16/10/2019

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–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

Signature of authorised official

Name:

Company seal:

<div align="right">

Appendix -H

</div>

BANK GUARANTEE FORMAT
(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/GITC/Enterprise And Technology Architecture/2019/2020/654 dated 16/10/2019.

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._____/- (_____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 Platform/ 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 Platform/ Solution.

4. Service Provider has fulfilled his contractual obligations satisfactorily

<div align="center">or</div>

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 Platform/ Solution and Services is given under Para No. 2 above.

Signature   _____

Name   _____

Designation with stamp _____

_____

PENALTIES & SLA TERMS

Table - 1			
Sr. No.	**Description**	**Timelines**	**Penalties (calculated for each week or part thereof the delay)**
1	Commissioning of platform & tool-sets and formation of CoE.	8 Weeks from Date of PO	5 % of Sub-Total A Line #1
2	Closure of Security review findings (GO-LIVE stage)	12 Weeks from Date of PO	5 % of Sub-Total A Line #1
3	On-boarding of 2 applications with end-to-end pipeline integration (PILOT Phase)	12 weeks from Date of GO-Live	5 % of Sub-Total A Line #2

SLA applicable after completion of PILOT phase:

Table - 2		
Incident Type	**Resolution Time**	**Penalties (calculated for each day or part thereof the delay beyond resolution time)**
Level 1	1 working day	Rs. 10000 **
Level 2	3 working days	Rs. 7000 **
Level 3	5 working days	Rs. 4000 **
Level 4	7 working days	Rs. 1000 **

Definitions:

- **Resolution Time** means that completely resolves the underlying problem by eliminating its root cause. It prevents any more Incidents from being caused by the said problem.
- **Level 1** means a complete system disruption (e.g. disruption in system operability or functionality, server crash, application inaccessible or total system failure) causing application inaccessibility. This also includes critical security vulnerabilities.

- **Level 2** means partial disruption (e.g., a severe disruption in a functionality that does not impact the entire system). This also includes major security vulnerabilities.
- **Level 3** means single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system). This also includes minor security vulnerabilities.
- **Level 4** means Minor/ Procedural issue (e.g., programming or configuration or functionality or operability related problems).

Please note:

1. Penalties as mentioned in Table-2 are capped at 10% of the total cost of ownership (TCO) in respect of the penalties mentioned in **Appendix-J** "Penalties & SLA Terms".
2. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and deployment of the product(s).
3. The BIDDER shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the product(s), as calculated during any and every quarter (period of three consecutive months) is not less than 120 days.
4. The bidder shall have to advise the escalation matrix (mentioning levels where bidder will provide resolution and levels where OEM will provide resolutions) to be followed. The same needs to be updated and shared with the Bank every quarter.
5. The Bidder warrants that the product(s) supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and/ or features. The Bidder further warrants that all the Product(s) supplied under this Contract shall have no defect, arising from design or from any act of omission of the Bidder that may develop under normal use of the supplied product(s) in the conditions prevailing in India.
6. Warranty for the System Software/ off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
7. The Bidder shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Bidder, these guarantees are not attained in whole or in part the Bidder shall make such changes, modifications and/ or additions to the Product(s) or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
8. During the term of the contract, the BIDDER shall ensure that the product(s) is in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
   a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the system software supplied by the bidder will provide these services.
   b) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Bidder's maintenance engineers to report to the installations after a request call/ fax/ e-mail is made or letter is written) shall not exceed SLA defined in this RFP.

c) The BIDDER shall ensure that faults and failures intimated by Bank as above are set right within SLA defined in this RFP, of being informed of the same.

d) The BIDDER shall ensure that the full configuration of the product(s) is available to the BANK in proper working condition with the SLA defined in this RFP.

e) **Preventive maintenance**: the BIDDER shall arrange to conduct Preventive Maintenance (including but not limited to inspection, testing, and satisfactory execution of all diagnostics of the product) by OEM once within the first 15 days of every 6 (six) months during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the BIDDER recognizes Bank's operational needs and agrees that Bank shall have the right to require the BIDDER to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

f) All engineering changes generally adopted hereafter by the BIDDER for product(s) similar to that covered by this AGREEMENT, shall be made to the product(s) at no cost to the Bank.

g) Qualified maintenance engineers totally familiar with the product(s) shall perform all maintenance service described herein.

9. The BIDDER's maintenance personnel shall, be given access to the product(s) when necessary, for purpose of performing the maintenance services indicated in this agreement.

10. However if Bank desires to shift the product(s) to a new site and install it thereof urgently, the BIDDER shall be informed of the same immediately. The BIDDER shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the BIDDER.

11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

12. If, in any month, the BIDDER does not fulfill the provisions of clauses (b), (c), (d), (e) and (f) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the BIDDER was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the BIDDER shall refund the amount forthwith to Bank on demand by Bank.

13. On account of any negligence, commission or omission by the engineers of the BIDDER and if any loss or damage caused to the product(s), the BIDDER shall indemnify/ pay/ reimburse the loss suffered by the BANK.

Future additions of Hardware / Software:

The Bank would have the right to:
   a) Shift supplied systems to an alternative site of its choice.
   b) Expand the capacity/ enhance the features/ upgrade the software supplied, either from the bidder, or another bidder, or developed in-house.

Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the BIDDER cost of performing maintenance service.

The warranty terms would not be considered as violated if any of (a) or (b) above takes place. Should there be a fault in the operations of the system, the bidder, would not unreasonably assume that the causes lie with those components/ software not acquired from them.

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 bidder. 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 contract 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. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of **15%** 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.

Appendix-K

NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

   (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as

confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2.   **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If 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) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of 5 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 -L

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

<u>**Appendix-M**</u>

FORMAT FOR SUBMISSION OF CLIENT REFERENCES

<u>To whosoever it may concern</u>

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)	
Size of bidders' team involved	
Number of applications	

<u>**Name & Signature of authorised signatory**</u>

<u>**Seal of Company**</u>

SECURE PRACTICES SELF CERTIFICATION
<On Company's Letter head>

To,

Head,

Enterprise & Technology Architecture Department,

State Bank of India, Global IT Centre,

CBD-Belapur, Navi Mumbai

Dear Sir,

SELF CERTIFICATION: APPLICATION NAME: _____

I/We, _____ hereby declare that the Application _____ (developed)/ (deployed) by us _____ (Name of organization) on _____ for SBI has followed all the security measures while developing.

Following secure source code related security aspects have been taken care of while developing the Application _____, version number _____:

Sr. No.	Security Aspects	Remarks
1	Secure coding practices have been followed	Yes / No
2	Application was subjected to Source Code Review and patched against all known vulnerabilities including those defined under OWASP Top 10 and SANS 25, prior to handover to the Bank	Yes / No
3	No static details regarding Application (e.g. Default username, password) are mentioned in the code	Yes / No
4	Obfuscation of code has been done while putting the Application into production	Yes / No
5	Secure SDLC processes have been followed	Yes / No
6	Application was free from malware at the time of sale, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent Versions/modifications done)	Yes / No

7	The application is safe from potential bottlenecks and single points of failure vulnerable to DDoS attacks from source code perspective	Yes / No
8	The solution adheres to Evaluation Assurance Level (EAL) level 5 or more	Yes / No

We also confirm that the Application version number _____ (to be deployed)/ (deployed) in the Bank has been subjected to thorough Risk Assessment procedures with focus on Source code review by (Internal)/ (External) Reviewers using:

a) _____ (Name of Source Code Review Tool), or
b) A Proprietary Source Code Review Tool developed by us

The last review was performed on __/__/___ (date) and observations have been duly closed with the following exceptions. The roadmap and the timeline for these exceptions are mentioned below:

Timelines for Closure	Count of Observations					
	Upto 3 months	> 3 months to 6 months	> 6 months to 9 months	> 9 months to 12 months	> 12 months	Total
High						
Medium						
Low						
Informational						

We also undertake the responsibility to provide timely mitigation for any future vulnerability/zero-day vulnerability observed in the product or the underlying infrastructure that may impact the security assurances of the product.

Signature:

Name and Designation in the Organization
(To be signed by an officer of CIO/CEO rank)

Date: Place:

Appendix-O

MANUFACTURERS' AUTHORIZATION FORM

No.   Date:

To:
Head (E&TA)
State Bank of India
2nd Floor, Kapas Bhavan
SB GITC, Belapur
Navi Mumbai 400614

Dear Sir:

Ref: RFP No. SBI/GITC/Enterprise and Technology Architecture/2019/2020/654 :: dated 16/10/2019

We, who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at   (*address of factory/ facility)* do hereby authorize M/s _____ *(Name and address of Agent)* to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:
a) Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
b) in the event of termination of production of such Products:
    a. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
    b. Following such termination, furnishing at no cost to the Bank,   operations manuals, standards, and specifications of the Products, if requested.
c) If the Bidder fails to implement, monitor and maintain the solution, we take the full responsibility of the solution and perform all the associated tasks.

4. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)
Note: This letter of authority should be on the letterhead of the manufacturer (OEM) and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

SERVICE LEVEL AGREEMENT

BETWEEN
STATE BANK OF INDIA
AND

_____

Commencement Date:
Date of Expiry:

Table of Contents

Confidential & Proprietary to SBI

This agreement ("Agreement") is made at_____ (Place) on this _____day of _____ 201_.

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,[1] 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

_____[2] 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 _____[3], and

_____[4], and

B.   Service Provider in the business of providing _____[5], 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

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[1]Name & Complete Address of the Dept.
[2]Name & Complete Address (REGISTERED OFFICE) of Service Provider,
[3]Purpose of the Agreement
[4]Any other connected purpose or details of RFP floated by the Bank
[5]Brief mentioning of service providers experience in providing the services required by the Bank.

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

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

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

1.1.5 "Documentation" will describe in detail and in a completely self-contained manner how the user may access and use the ……………. (name of the Software/ maintenance services) *<Strike off whichever is Inapplicable>*,[6] 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, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

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

1.1.7 "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.

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[6] Name of Software

1.1.8 "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.

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

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

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

1.1.12 "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.

1.1.13 '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 *<Strike off whichever is Inapplicable>* and other obligation of Service Provider to be provided under this Agreement.

1.1.14 "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.

1.1.15 "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

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

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[7]_____ 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

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[7] Please determine the applicability of the taxes.

shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ <*insert tax payable by the Bank*> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4   Payments

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

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

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[8] specified in this Agreement.

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

   (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)   _____

 (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 _____ (Term) from the date of acceptance.

5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies. *<strike off if not required>[9]*

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, provided 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.

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[9]Please note the following clause can be kept only when there is a Separate Technical support agreement.

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.

5.14 _____ <any other additional warranty can be incorporated>

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. _____ (_____ only) on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure G.

9. LIQUIDATED DAMAGES

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

10. RELATIONSHIP BETWEEN THE PARTIES

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

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

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

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

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

accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

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

11. SUB CONTRACTING

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

12. INTELLECTUAL PROPERTY RIGHTS

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

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

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

12.4 The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle

any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the 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, 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.).

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 *<Departments to check applicability>*

Not Applicable

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:

 i. 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;

 ii. If Service Provider fails to perform any other obligation(s) under the Agreement;

 iii. Violations of any terms and conditions stipulated in the RFP;

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

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 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 Clause 21.1 shall not apply with respect to:

(i)   claims that are the subject of indemnification pursuant to Clause 12[10] (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 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,

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[10] Please see Clause 12 'IPR Indemnification'

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.

<u>**ANNEXURE-A**</u>

DELIVERABLES / SCOPE OF WORK

1. Description of Deliverables:

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

2. Specifications, Performance Standards, and Functional Requirements:

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

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

Severity	Description	Response Time	Resolution time
Critical			
High/Major			
Medium/			
Low/Minor			
Very Low/Cosmetic			

3. Documentation:

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

4.   Place of Service[11]

1.	_____
2.	_____

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

> *The details of services, their responsibilities and availability to be described----*
>
> 1……
> 2…….

6.   Maintenance/ Upgrades

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

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

7.   Correction of Deficiencies in Deliverables

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

a)   Without prejudiced to the Bank's other rights under this Agreement, allow Service provider to continue its efforts to make corrections; or

b)   Accept the deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such deliverable to reflect the uncorrected Deficiencies; or

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[11]Brief description of place of service

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

8. Service Milestones[12]

Milestones[13] related to in-scope services and/or components includes *<Strike off whichever is not applicable>*:-

Service Category	Milestone	Duration (in months/weeks/days/hours)
Delivery	*<Brief description of milestone>*	*<mention the duration >*
Installation	*<Brief description of milestone>*	*<mention the duration >*
Configuration	*<Brief description of milestone>*	*<mention the duration >*
User Acceptance Testing	*<Brief description of milestone>*	*<mention the duration >*
Documentation	*<Brief description of milestone>*	*<mention the duration >*
Training	*<Brief description of milestone>*	*<mention the duration >*
Live in Production	*<Brief description of milestone>*	*<mention the duration >*

9. Risk Management
a. Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.
b. Service Request[14]

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[12] The Purpose of this clause is identify any assumption made for this agreement.

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

[14] The purpose of this clause is to document the process and timeframe for responding to the service requests.

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

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

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

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

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

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

Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
<to be filled in by the concerned dept. depending on	……………	Level 1	………..	………….	<…… ……… ……>*<to be filled in*
	……………	Level 2	…………… .	………	*to be filled in*

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

ANNEXURE-C

APPLICATION DEVELOPMENT & MAINTENANCE METRIC.

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

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

<Priorities are to be filled in by the concerned dept. depending on the criticality of service>

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

ANNEXURE-D

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

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

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

<Describe the service level reporting frequency and methodology>

Report Name	Interval	Recipient	Responsible

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[15]The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

SERVICE REVIEW MEETING[16]*<strike off if not applicable>*

> Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:
>
> ▪ President,
>
> ▪ Members…………….

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[16]The purpose of this section to describe the frequency of meeting and composition of service review board.

ESCALATION MATRICS[17]*<strike off if not applicable>*

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

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

ANNEXURE-F

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

PENALTY FOR NON PERFORMANCE OF SLA

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

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

Category of defect	Service Area	Penalty
Minor		
Medium		
Major		
Critical		

PENALTY FOR NON PERFORMANCE AT HELP DESK

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

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**_____