



**REQUEST FOR PROPOSAL
FOR PROCUREMENT OF
SOFTWARE SOLUTION/ SERVICE OF
DEBIT CARD MANAGEMENT SYSTEM**

Ref: SBI/GITC/IT-ATM/2022-23/890

Date: 01/10/2022

**IT-ATM Department,
2nd Floor, MTNL Building,
CBD Belapur, Navi Mumbai**

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Prem Chand Kumar Designation: Deputy General Manager Email ID: dgmit.atm@sbi.co.in CC to: anil.khindri@sbi.co.in Contact Address: IT-ATM Department, 2 nd Floor, MTNL Building, Sector-11, CBD Belapur, Navi Mumbai-400614 Contact Number: 9967575069/ 9099002891(Anil Khindri)
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 01/10/2022 to 02/11/2022
3	Last date for requesting clarification	Upto 15:00 (time) on 12/10/2022 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 12:00 to 14:00 on 14/10/2022 through online meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 19/10/2022
6	Last date and time for Bid submission	Up to 16:00 IST on 02/11/2022
7	Address for submission of Bids	<i>For E-Tender and reverse auction:</i> E - Procurement Technologies Limited Website: https://etender.sbi For Support & Client Service Email id: etender.support@eptl.in
8	Date and Time of opening of Technical Bids	17:00 on 02/11/2022, Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.

10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	<p>Rs. 20,000/- (Rs. Twenty Thousand Only)</p> <p>Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance Branch: OAD, GITC, Belapur (Mode: NEFT Only)</p> <p>Tender fee will be non-refundable.</p>	
12	Earnest Money Deposit	<p>Rs. 50,00,000/- (Rs. Fifty Lakh Only)</p> <p>Amount should be deposited in A/c No: 37608352111 IFSC: SBIN0011343 Account Name: OAD, GITC, Belapur</p> <p>Or</p> <p>EMD should be in the form of a bank guarantee. EMD shall be valid up to 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.</p>	
13	Bank Guarantee	3% of the total project cost (TCO).	Performance Security in form of BG should be valid for 6 year(s) and three months from the effective date of the Contract.
14	Contact details of e-Procurement agency appointed for e-procurement	<p>1. Call/write for e-Tender Submission</p> <p>Cell Number: +91 9510812960 +91 9904406300 +91 9265562821</p> <p>E-mail: etender.support@sbi.co.in</p>	

		<p>2. Call/write for E Auction related Queries</p> <p>Cell Number: +91 98799 96111 +91 99044 07997 +91 95108 13415</p> <p>E-mail at: etender.support@sbi.co.in</p> <p>3. Call for e-Tender Submission 022-27577471</p>
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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement of **Debit Card Management System (DCMS)**.
- ii. In order to meet the Software Solution/ service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Software Solution/ service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution/ 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 online 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-E** of this document.

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

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

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.
 - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-O** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

6. COST OF BID DOCUMENT:

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

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-M** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.

- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/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 or it should be in form of Bank Guarantee (as prescribed in **Appendix-P**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

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

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vii. No interest is payable on EMD.
- viii. **The EMD may be forfeited: -**
 - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - (c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

- (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing of** Debit Card Management System in response to the RFP No. SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11(ii).
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11(ii).
 - (i) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl No 2 of Eligibility Criteria under **Appendix-B**.
- ii. **Indicative Price Bid for** providing of Debit Card Management System in response to the RFP No. SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022 should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

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

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in to, without any deviation.

- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.
- iii. The Bank may conduct POC at Bidder's Cost to ascertain the features/ functionalities.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. The bidder who scores 80% or above will be deemed as qualified (refer **Appendix-R** for evaluation criteria).
- iii. 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.
- iv. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide

by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

- v. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- vi. 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.
- vii. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

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

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

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

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

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

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

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

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

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

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

ii. **Verification of local**

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

- iii. Total cost of 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.

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

26. SERVICES:

- i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for software/ 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 Software/Middleware over the entire period of contract.

- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- x. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by State Bank of India.
- ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost . During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

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

28. PENALTIES:

As mentioned in **Appendix-K**(Annexure-F) 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 6 years. 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-L** 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, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

39. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to 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, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to 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 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

41. CONFLICT OF INTEREST:

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

any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.

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

42. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. Debarment/Banning

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

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

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

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

(b) Debarment from participation including removal from empanelled list

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

- Without prejudice to the rights of the Bank under Clause 42(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

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

43. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

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

45. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

46. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

47. 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/Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. “Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

54. NOTICES:

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

Part-II

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid)

Date: _____

To:

Deputy General Manager,
IT-ATM Department,
2nd Floor, MTNL Building,
Sector-11, CBD Belapur,
Navi Mumbai-400614

Dear Sir,

Ref: RFP No. SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022

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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-K** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- x. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.

- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of 2022

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Appendix-B

Bidder's Eligibility Criteria

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act on or before 31/08/2022 in India or a MNC having support and development center in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in Appendix-A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an average annual turnover of minimum Rs. 50 Crore during last 03 (three) financial year(s) i.e. FY 2019-20, FY 2020-21 and FY 2021-22.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current year may be submitted.)
4.	The Bidder should be profitable organization on the basis of profit after tax (PAT) for last 03 (three) financial years i.e. 2019-20, 2020-21 and 2021-22 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.
5	Bidder should have experience of minimum 5 years in providing the Software Solution/services in Card Management Services.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.

6.	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.		Certificate of local content to be submitted as per Appendix-G .
7.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in the past. (Start and End Date of the Project to be mentioned, for at least 3 top client references are required.)		Bidder should specifically confirm on their letter head in this regard as per Appendix-N .
8.	The solution must be PA-DSS (Payment Application Data Security Standard) or PCI-SSF (Payment Card Industry Software Security Framework) certified.		Copy of the Valid Certificate(s) to be provided.
9.	Past/present litigations, disputes, if any. (Adverse litigations could result in disqualification, at the sole discretion of the Bank.)		Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.
10.	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.

11.	<p>The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and development center located in India.</p> <p>For OEMs, directly participating, the conditions mentioned above for support center remain applicable.</p>		Bidder should specifically certify in Appendix-A in this regard.
12	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.
13	The proposed solution must currently be supporting at least one client with more than 5 Crore active cards anywhere in the world.		Bidder has to provide satisfactory testimonial letter covering bidder's performance in product support, production support, and customization delivery for the application from the client with highest volume of active cards.
14	<p>The proposed solution must be cloud native.</p> <p>OR</p> <p>The bidder must be able to move the application to cloud-native architecture within one year of implementation.</p>		<p>Bidder has to provide self-certificate.</p> <p>If application is not cloud native, the bidder has to provide road-map for making the application cloud native.</p>
15	The proposed solution should be able to work with ATM switch of any other OEM.		<p>Bidder has to provide self-certificate.</p> <p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has implemented standalone CMS solution.</p>

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

Eligibility criteria mentioned at SI No 3 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

- i. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 3 to 5 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory

Seal of Company

Technical & Functional Specifications

A. General

The Bidder should describe how their solution will meet the required parameters and provide details thereof on the following lines:

STATUS (CAPABILITY)	Short form
Available as a standard product included in the offer	A
Will be developed /customized	C
Not supported	N

Bidder to give the codes, as given above in their response.

Requirements are classified into below categories:

Symbol	Category
Y	Mandatory, application must provide the functionality out-of-box or customize them for no extra cost to the Bank.
P	Preferable, prefer to have features of the application.

B. Performance Requirements

S. No.	Parameters	Category (Y/P)	Status (A/C/N)	Map module where details/documents are given in bid response
1.	The application setup including hardware provisions must be able to handle issuance of minimum 6 Lakh cards per day and scalable to handle a surge of up to 10 Lakh cards per day.	Y		
2.	The application should be able to process PIN requests of minimum 3 Lakh per day.	Y		
3.	The application should be able to perform other support functions(Like Linking, delinking, unblocking etc.) of minimum 3 Lakh per day	Y		
4.	The application should be able to support real time replication of data from production site to DR site and permit manual and / or automatic shift to the DR site with ACTIVE – ACTIVE mode for Primary and DR setup.	Y		
5.	The application should support auto file movement / processing for all activities available in application through scheduler without any	Y		

S. No.	Parameters	Category (Y/P)	Status (A/C/N)	Map module where details/documents are given in bid response
	manual intervention, with option to select mode of processing (i.e. auto or manual).			
6.	The application should be platform agnostic – not dependent on any particular hardware setup.	Y		
7.	The application should be capable of being interfaced with any existing system of the Bank (through ISO specifications, APIs, Web-services etc).	Y		
8.	Application should be capable of handling multi-country, multi-currency, multi-language (regional languages) implementation with a single instance.	Y		

C. Access and Security Controls

S.No.	Parameters	Category (Y/P)	Status (A/C/N)	Map module where details/documents are given in bid response
1.	<p>Access to the system should be through second factor authentication like OTP, Biometric etc. along with password to ensure that only authorized users gain access to the system. User management with all security provision (as per Bank's policy) for e.g. –</p> <p>A. Unique ID</p> <p>B. Single login session</p> <p>C. Forced password change interval</p> <p>D. Enforce minimum password length</p> <p>E. Password with number and special characters.</p> <p>F. New password should not match last 5 passwords (configurable)</p>	Y		
		Y		
		Y		
		Y		
		Y		
		Y		
2.	Application must be PA DSS compliant and certificate (as per latest version / standard) should be current during the tenure of the contract.	Y		
3.	Application must support PCI DSS compliant environment of the bank.	Y		
4.	Application must support industry standard HTTPS security for all web access components and latest prevalent SSL (TLS 1.2 or above) standards.	Y		
5.	Application must support user rights – The user rights on the system should be definable so that a user can perform only assigned tasks.	Y		
6.	Application must support role based security-- allow control over access to the application, functions, and data based on user role and privileges defined in application.	Y		

S.No.	Parameters	Category (Y/P)	Status (A/C/N)	Map module where details/documents are given in bid response
7.	The application must ensure the integrity of the Database. The Service Provider should indicate whether the system automatically ensures this on an on-going basis or not, and how this is ensured.	Y		
8.	The application must function properly without root or Administrator user privileges.	Y		
9.	The application must encrypt any critical information like passwords, keys etc. stored in the system.	Y		
10.	The application must support redaction of any sensitive information such as Customer PII, User PII etc.	Y		
11.	The application must support Secure Session Management i.e. automatic log out after configurable idle time, account locking after configurable number of failed access attempts etc.	Y		
12.	The application should support data encryption / decryption, and source authentication.	Y		
13.	The application must generate audit trails at all levels / activities with easy to use storage, retrieval, display and print of audit logs based on various parameters.	Y		
14.	The application should have Key Management module for payment keys, TLS keys, encryption keys etc.	Y		
15.	Proposed solution should be able integrate with bank's centralized key management solution.	P		

D. Functional Requirement

S. No.	Parameters	Category (Y/P)	Status (A/C/N)	Map module where details/documents are given in bid response
1.	Application must have provisions to process Core Files (card request files both personalized, non-personalized, and welcome-kit) as one of the input source. Application to perform QC on core files received from any source. (QC is Quality check on Card request file received from CBS. QC parameter will be shared by the Bank. Application to Approve, Reject or Hold records as per the Parameters.) Following functionalities are required.	Y		
	A. Email to Card requesting branch for rejected records with reason of rejection in QC.			
	B. Email to Card requesting branch with details of records approved in QC	Y		
	C. Email to card vendors with MIS of approved records.	Y		

	D. Process approved records for generation of PAN, EMBOSSA, PIN and CAF through Automated process / scheduler with option to select between automatic or manual mode of processing.	Y		
	E. The application should provide module to configure rules for Quality Checking.	Y		
2.	Application should have capability to handle card requests uploaded by Branches / Processing Centre or other offices with provision to A. Upload / select background image for Card requested.	P		
	B. Select / add multiple accounts under same CIF at the time of Card request.	P		
	C. Process Aadhar Number/ any other detail as Fourth line data.	P		
	D. Upload Customer photo to be printed on Card. (For Photo Debit Cards).	P		
3.	The application must support Foreign Offices related functionalities such as geo-location, out of zone, offline PIN, manage Exchange rate etc.	Y		
4.	All parameterization in application must be through Maker Checker Facility.	Y		
5.	The application should support tokenization process.	Y		
6.	The application to be integrated to SSO login from CORE applications with dynamic payload encryption.	Y		
7.	Application should support generation/regeneration of EMBOSSA file A. Country Wise	Y		
	B. Vendor Wise	Y		
	C. Branch Wise	Y		
	D. Product Wise	Y		
	E. Processing Centre indicator wise	Y		
	F. Circle / LHO Wise	Y		
	(Option to generate EMBOSSA should be parameterized so that aforementioned sequences can be added or removed according to Bank's requirements.)			
8.	The application should handle generation and printing of hardware based PINs in following manner. A. Parameterized Printing of PIN			
	1) Bank Wise	Y		
	2) Vendor Wise	Y		
	3) Branch Wise	Y		
	4) Product Wise	Y		
	5) Processing Centre Indicator Wise	Y		
	6) Circle / LHO Wise	Y		
	(Option to generate PIN should be parameterized so that aforementioned sequences can be added or removed according to Bank's requirements)			
	B. Printing PIN in digits and words.	Y		

	C. Generation of Re-PIN through alternate channels.	Y		
	D. Generation of Green PIN.	Y		
	E. Support configurable length of PIN	Y		
9.	System should support issuance of Magnetic stripe, EMV, NCMC, and EMV contactless cards in multiple form-factors.	Y		
10.	The application should have provision to generate EMBOSSA files for proprietary cards like Admin and Channel Manager Access cards (CMAC), SID etc. with options of bulk issuance.	Y		
11.	The application should support for Online A. CAF Refresh.	Y		
	B. Support Functions with maker checker facility for 1) Unblocking of card	Y		
	2) Linking of Account with card	Y		
	3) De Linking of Account from card	Y		
	4) Update flags and limits of card	Y		
	5) Permanent Blocking of card	Y		
	C. Card support functions from multiple channels such as Contact Centre, CRM, SMS, INB, IVR, Mobile Banking etc.	Y		
12.	The application should provide report builder functionality for customized reports for printing / downloading into popular formats like .xls, .csv, .pdf etc for following purposes: A. Audit	Y		
	B. MIS reports (for Corp Centre/LHOs /Zonal office / RBO – parameterized)	Y		
	C. Bank / LHO & Card type (product) wise Details of Cards issued.	Y		
	D. Reconciliation of Core file for Card/PIN requests processed versus Card / PIN dispatch details received from vendor.	Y		
	E. For daily tracking and monitoring purpose related to card lifecycle.	Y		
	F. Exception reports	Y		
13.	The application should have provisions to store and update dispatch details of Card, PIN & Re PIN details (details like dispatch article / AWB no., dispatch date, delivery date, challan number, etc.) based on dispatch details received from card vendor or dispatch agency.	Y		
14.	The application must provide functionality for branches to check dispatch details, status, and history of support functions on Card.	Y		

15.	The application should have provision for automated upload of TLF and PTLF from Base 24 switch. Following information should be available in DCMS system A. First Use date.	P		
	B. Last transaction date.	P		
	C. Details of ATM & POS transactions.	P		
	D. Other details from TLF / PTLF.	P		
	E. Activation details of card from Switch	P		
16.	The application should support Customer-profile updates from CBS data (online) / NPC file update.	P		
17.	The application should provide functionality to send multi-channel alert (e.g. SMS, E-mail etc.) to Customers for various activities like: A. Card dispatch details	Y		
	B. PIN dispatch details.	Y		
	C. Re PIN dispatch details.	Y		
	D. Card blocking confirmation	Y		
	E. Unblocking confirmation	Y		
	F. A/c Linking confirmation	Y		
	G. De-linking of A/c	Y		
	H. RTO dispatch	Y		
	I. Card renewal	Y		
	J. Card expiry	Y		
	K. Ad-hoc Activities	Y		
18.	The application should provide functionality to search for customer on single or multiple inputs like account number, customer identification number, card number, mobile number, emboss name & branch code etc. for blocking of card.	P		
19.	The application should provide functionality for HSM management i.e. high availability and load-balancing at HSM.	P		
20.	The application should provide module to configure ratios for daily data allocation to card perso-vendor.	Y		
21.	The application should provide Sandbox environment.	P		
22.	The application must provide functionality for issuance of virtual cards.	Y		
23.	The application must provide functionality for issuance of instant cards.	Y		
24.	The application should have provision to generate EMBOSSA files for VIP cards with option for bulk issuance. (VIP cards are debit cards issued through non-regular channel of the bank to cater needs of valued customers.)	Y		
25.	The application should support card personalization vendor's Billing data verification as per respective SLA (based on CARD and PIN delivery acknowledgement received from dispatch agency)	Y		

E. Other Functionalities

S. No.	Parameters	Category (Y/P)	Status (A/C/N)	Map module where details/documents are given in bid response
1.	The application should support configuring card products and their respective flags and limits.	Y		
2.	The application should have provision for SDK / API / XML / SOA infrastructure support for easy integration with third party or external systems through API (REST as well as JSON), ISO, MQ, Web Services, File, TCP/IP etc. without major customization.	Y		
3.	The application should have provisions to calculate Annual Maintenance Fee and trickle-feed-file generation for Annual maintenance fee (AMC) based on the input given by the Bank. (Conditions for calculation of AMC will be provided by Bank, option to modify, add or remove condition for calculation of AMC, without changing the code should be available.)	Y		
4.	The application should have provisions to calculate Cash back / Loyalty points based on the input given by Bank. (Conditions for calculation of Cash back/ Loyalty will be provided by Bank, option to modify, add or remove these conditions without changing the code should be available)	Y		
5.	The application should have provision to auto process renewal of cards of following types. A. Regular renewal B. Forced renewal / Incident based C. Other renewal (as per Bank's decision) D. Option to renew cards before or after expiry date should be available.	Y		
		Y		
		Y		
		Y		
6.	The application should support to block old card on issuance of new card.	Y		
7.	The application should support identification of cards personalized under Personalised Welcome Kit request, Non-Personalised Welcome Kit request, regular card request, instant card request and VIP card request. (With option to modify, add or delete above category without changing code)	Y		
8.	The application should have provision to Close cards based on the details available in Positive Balance File (PBF). (PBF file contains details of accounts closed in CBS. Application should identify and permanent close cards where account status is closed in PBF.)	P		
9.	The application should have provision to manage inventory/ card stock available at branches for issuance.	P		
10.	The application should provide monitoring tools for all services.	P		

F. Onsite Technical Support

S. No.	Parameters																				
1.	Implementation team should have the proven project management experience of similar nature.																				
2.	Onsite Site Resources to be provided for Application Support as well as Operational Support on 24x7x365 basis (refer section I for Operations support duties and section J for Application support duties).																				
	<table border="1"> <thead> <tr> <th>No. of resources</th> <th>General Shift</th> <th>Morning shift</th> <th>Evening Shift</th> <th>Night Shift</th> </tr> </thead> <tbody> <tr> <td>Application support</td> <td>2</td> <td>1</td> <td>1</td> <td>1</td> </tr> <tr> <td>Operations support</td> <td>3</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>Middleware support</td> <td>1</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	No. of resources	General Shift	Morning shift	Evening Shift	Night Shift	Application support	2	1	1	1	Operations support	3	2	2	2	Middleware support	1	0	0	0
	No. of resources	General Shift	Morning shift	Evening Shift	Night Shift																
	Application support	2	1	1	1																
Operations support	3	2	2	2																	
Middleware support	1	0	0	0																	
3.	On-premises dedicated development Team for Customization requirements of the Bank.																				
4.	The team should perform periodic business continuity exercises as per Bank's instructions																				
5.	<p>Classification of resources: Junior: Graduate (IT)+ 2 years IT experience Senior: Graduate (IT)+ 3 years IT experience Team leader: Graduate (IT)+ 5 years IT experience</p>																				
	<p>Graduate [IT] means Bachelor's/Master's degree in Computer Science/ Information Technology/Computer Application/ Electronics/ Electronics And Communication.</p> <p>IT Experience means experience in Information Technology preferably in Card Management Application / Golden Gate and exposure to Java, SQL, Middleware etc.</p>																				
6.	Successful bidder's escalation matrix should be made available to the Bank at least once in each quarter and each time the matrix changes.																				

G. Essential Security Requirements & Controls

S.No	Parameters
1.	The application should be free from Top 10 OWASP vulnerabilities.
2.	The successful bidder shall have an obligation to comply with State Bank's policies pertaining to IS, IT, Cyber Security etc.
3.	The successful bidder shall have obligation to comply with Regulatory (Indian and Foreign Country wherever applicable) guidelines with respect to Cards (Debit/Prepaid/Other Form factors that may be applicable)
4.	The proposed application must not use any freeware/ Open source supporting tools/ plugins/ libraries/ software that are vulnerable to attacks.
5.	The application shall be integrated with Bank's access management and monitoring systems such as Privilege Identity Management system, Database Access Monitoring system, Oracle Enterprise Management etc.

S.No	Parameters
6.	The application should follow Bank's policy/guidelines/standards for Change Management, Code Deployment, Version Control practices.
7.	The successful bidder should adhere to Bank's Information Security Policy and communicate it to all team members. The bidder should identify a team member to monitor the compliance of Bank's policy.
8.	The Bidder should have approved operational processes with periodic review (at least annually) including but not limited to: Business Continuity Management Backup Management and Restoration Testing Desktop/system/server/network device hardening with Baseline controls Patch Management Port Management Media Movement Log Management Personnel Security Physical Security Internal Security Assessment Processes Incident Management Regulatory Compliance
9.	The Bidder should have deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations
10.	The SLA/agreement between SBI and the bidder/vendor should contain the following clauses: Right to Audit to SBI with scope defined. Right to recall data by SBI. System of taking approvals for making changes in the application. Regulatory and Statutory compliance at vendor site. Special emphasis on IT Act 2000 & its amendments, and other Acts/Regulatory guidelines Availability of Compensation clause to fall back upon in case of any breach of data (confidentiality, integrity and availability), or incident that may result into any type of loss to SBI.
11.	The bidder/vendor should have a mechanism for completing the background verification of the officials(employees) before on-boarding
12.	The bidder/vendor should not allow privilege access through internet.
13.	The bidder/vendor should configure or provides access to officials based on a documented and approved Role Conflict Matrix.
14.	All default admin and root users should be deleted/disabled and access should be based on user specific IDs and all such accesses should be logged.
15.	The bidder/vendor should deploy Active Directory (AD), Single Sign On (SSO) and strong Password Policy for End point and application access
16.	Proper access control should be defined for protecting SBI data and access to the Data should be strictly on Need to Know Basis
17.	The application and DB should be hosted separately on a dedicated infrastructure (physical/logical) for SBI.
18.	The bidder/vendor should engage CERT Empaneled Auditors for ensuring security posture of their applications. Security Testing includes but is not limited to Application Security (AppSec), API Testing, Source Code Review, VA, PT, SCD, DFRA, Process Review, Access Control etc.
19.	Minimum baseline controls must be implemented by the bidder/vendor for hardening the Application / DB Servers.
20.	Where SBI Data is permitted & required to be shared, only the bare minimum data is being shared. (Please document the NEED for sharing every data field)
21.	The bidder/vendor should ensure that security measures are followed for safe storage and timely retrieval of data

S.No	Parameters
22.	The bidder/vendor should obtain approval from the Bank in case any activity will be outsourced by them or SBI specific data is to be shared to any other party, partly or fully, for any purpose. If so, are the specific activities / data elements and purpose documented and are made part of SLA
23.	The bidder/vendor will not be permitted to take any crucial decisions on behalf of SBI without specific written approval from the IT Application Owner/BU.
24.	The bidder/vendor should ensure that the data shared by SBI is secured while transit, processing, at store, during backup and archives, over external media etc. with latest & secured encryption standards
25.	The bidder/vendor must not share data with outsiders without explicit & case specific approval of SBI.
26.	The key used by the bidder/vendor to encrypt SBI data should be different i.e. it should not be the same that was/is used for other clients.
27.	The bidder/vendor should not download or to prepare copies of data unless explicitly approved.
28.	The bidder should not host application and database (containing SBI data) in Public Cloud without specific approval from the Bank to this effect
29.	The bidder/vendor should ensure proper log generation, storage, management and analysis happens for application(including DFRA & access logs)
30.	The bidder/vendor should ensure that privilege access activities are logged, monitored, controlled and governed preferably using Privilege Identity Management (PIM)

H. Hardware / Software

S. No.	Parameters	Category (Y/P)	Status (A/C/N)	Map module where details/documents are given in bid response
1.	The application should use only enterprise editions of Operating systems, Middleware, Database and any other software required.	Y		
2.	The application should use 3 tier architecture.	Y		
3.	The successful bidder to submit Architecture diagram, Network diagram, process/data flow diagram, proposed software specification along with OEM and features of each software product, proposed hardware specification, proposed internal and external network specification and any other relevant artefacts.	Y		
4.	The Database component of the application should be on Exadata.	Y		
5.	With the above projected volume, the CPU Utilization at any time not to exceed 70% at any of the sites. Penalty as per Appendix-K(Annexure-F) of this RFP will be applicable.	Y		
6.	The application should support Host Security Modules of different makes / Models Including PayShield, Eracom, RACL(THALES) etc.	Y		
7.	The Web/App tier should be on RHEL 8.2/8.3 platforms only.	Y		

S. No.	Parameters	Category (Y/P)	Status (A/C/N)	Map module where details/documents are given in bid response
8.	The DB tier should be on Exadata platforms only.	Y		
9.	The application should run on Oracle Database with TDE enabled. (Application should be compatible with Oracle 19 C and above).	Y		
10.	The application should run on prevalent middleware such as Weblogic, Websphere.	Y		
11.	The application should provide the capability of load balancing.	Y		
12.	The application should have capability to handle minimum 100,000 concurrent connections from contact centre/ Branches / other offices to access the application for various activities like support-functions, complaints / resolution of complaint, etc.	Y		
13.	Proposed application should be capable of handling a total card base of 110 Crore and active card base of 47 Crore.	Y		
14.	The application should be compatible with all commonly available browsers such as Edge, Chrome, Mozilla, Safari etc.	Y		
15.	Response time for all kinds of requests in the proposed application should be less than 300 milliseconds.	Y		
16.	The application should be able to migrate existing functionalities to micro-service architecture. (Roadmap for the migration in 12 months to micro-service to be provided.)	Y		
17.	The application should be cloud native.	P		

I. Operation Support Duties

1	DCMS application monitoring including hardware (health check) & taking corrective actions
2	E-mail and call support to Branches/helpdesk/Internal teams
3	Monitoring application and supporting services including Base24 Switch interface, application server, and web server
4	Monitoring Oracle Golden Gate Services for data replication & taking corrective actions
5	Monitoring and processing of debit card requests from all sources and all card types(personalize and non-personalize)
6	Re-PIN or reissuance of cards that are flagged as skimmed or compromised

7	Updating card status of expired Cards in ATM Switch on monthly basis
8	Generating and sharing data-extracts, reports, and files with internal departments in predefined format on daily, and monthly basis
9	Resolving issues related to Debit Card raised in Bank's service desk
10	Handling and supporting entire card processing life-cycle
11	Monitoring and resolving failure of online support function
12	Verification and reconciliation of card processing
13	Processing of card requests and card-support functions received through channels other than the application such as service desk etc.
14	Verification and processing of vendor billing data on monthly basis
15	Processing renewal of expiring cards on monthly basis
16	Configuration of new and existing products and quality checking rules
17	Analysing and resolving production issues
18	Debit Card AMC calculation processing on monthly and yearly basis
19	Performing user management activities as per instructions
20	Coordination with stakeholders for any scheduled or unscheduled maintenance activities including DR drills
21	Creating and maintaining Standard Operation Procedures for all application related activities.
22	Other Activities as per Bank requirements

*This is not an exhaustive list of activities performed by operation support team

J. Application Support Duties

1.	Administration, maintenance, management, restoration, upgrades, critical patches of Webserver, Application-server, and Application.
2.	Hardening of Middleware (webserver, application-server) as per Bank's latest Secure Configuration Document (SCD) and resolution of issues identified during Vulnerability Assessment & Penetration Testing (VAPT) conducted on middleware on regular basis.
3.	Ensuring 99.99% uptime of the application
4.	Conducting Root Cause Analysis (RCA) for any incident related to DCMS application and submitting the report thereof within stipulated timeline i.e. interim report to be submitted within 48 hours and final report in maximum 7 working days.
5.	Resolution of reported incidents within predefined timelines (defined in SLA).
6.	Coordinating with other teams for Infra support
7.	Fine tuning application (performance tuning)
8.	Creating & Importing of Certificate on UAT & Production/DR
9.	Ensuring that Application is in synchronization in PR-DR.
10.	Conducting any scheduled or unscheduled maintenance activities including DR drills
11.	Scheduling/Checking/Validating application backup
12.	Database support for application
13.	Troubleshooting application Errors

14.	Creation and scheduling of jobs.
15.	Supporting DCMS application monitoring including hardware health check.
16.	Unscheduled, corrective and remedial maintenance and support services.
17.	Maintain and distribute manuals, user guides, data dictionary and conducting yearly review thereof.
18.	Any activity to be undertaken on business requirements.
19.	Any other miscellaneous jobs, related to upkeep and smooth functioning of DCMS application.
20.	Delivery of customization as per agreed upon timelines.
21.	Deployment of change-requests in UAT and production environment.
22.	Supporting the testing of change-request.
23.	Deployment of Application Patch on UAT & Production.
24.	UAT & Production issue analysis & resolution.
25.	Supporting Information Security review of the application, change-requests, and environment.
26.	Supporting various internal and external audits including PCI-DSS, Comprehensive Security Review, Information Security audit, Source Code Review, RBI audit etc.
27.	Fixing Audit Observations arising during any internal and external audits.
28.	Customization as per regulatory guidelines/scheme (Visa/MasterCard/Rupay) guidelines /audit requirement (Bank's internal / external /RBI Audit or any other audit) to be implemented as per Bank's requirement without any additional cost.
29.	Test data preparation on UAT.
30.	Support to Bank stakeholders for UAT testing.
31.	Close the vulnerabilities and penetration findings relating to security / performance and compliance of various audit findings as per timelines defined in SLA.
32.	Updating application documents such as Application architecture diagram, Dataflow Diagram, Solution Documents, User manuals, complete DCMS manual, Data register, API URL list, Key/certificate Management Documents etc. on regular intervals.

*This is not an exhaustive list of activities performed by application support team.

K. List of Existing Customizations

Sl. No.	Customization details
1.	Integration with domestic and foreign branch interface for Real-time processing of debit card related support activities such as Blocking, Unblocking, Limit update, etc.
2.	Quality Checking rules for both domestic and foreign branches.
3.	Distribution of card requests to perso-vendor according to pre-defined rules.
4.	Green PIN facility integration with alternate channels of domestic and foreign branches of Bank: A. SMS: integration with SMS gateway through web-services. B. IVR: integration with IVR through web-services. C. ATM: integration with ATM Switch through ISO message. D. Internet Banking: integration with INB through web-services.
5.	Tokenization web-services for VISA, MasterCard, and Benefit tokenization.
6.	Inquiry of card-status-tracking facility within Bank's intranet using multiple criteria.

7.	Web-services in multiple format to multiple channels for all card support services: A. Card enquiry using multiple input including customer-id, card-number, account-number, hash PAN, Registered Mobile Number (RMN) & last 4 digits of card-number etc. B. Card blocking using card number, and RMN & last 4 digits of card-number C. Card un-blocking using card number D. All associated limits and flags of cards E. Activation of debit cards
8.	Domestic Pre-printed Kit (PPK) card having different journey from normal card issuance: A. Processing PPK files received from alternate channels. B. Issuance and indenting.
9.	Integration with Data Ware House of the Bank.
10.	Extract for loyalty program.
11.	Calculation, extraction, posting, reconciliation of Annual Maintenance Charges for availing ATM card facility.
12.	Renewal of cards and blocking of existing card after renewal.
13.	Issuance and management of virtual cards.
14.	Integration of DCMS with Bank's SMS gateway, E-mail gateway, and core applications for sending SMS and E-mail alerts.
15.	Functionality to maintain (add, update, delete) Exchange Rates for various currencies on ATM Switch for foreign offices.
16.	Function to enable Out of Zone and Geo-Location services for foreign branches.
17.	Online, Offline, and conditional cashback calculation as per configurable rules.
18.	Embossa customization for SBI UK.
19.	Support for card personalization vendor's Billing data verification as per respective SLA (based on CARD and PIN delivery acknowledgement received from dispatch agency)

*This is not an exhaustive list of existing customizaitons.

L. Projection details:

Per-day values(averaging over a month) with annual increment @10%

	2022	2023	2024	2025	2026	2027	2028
New Cards (Including Renewals)	200000	220000	242000	266200	292820	322102	354312
Card Enquiry	600000	660000	726000	798600	878460	966306	1062937
Green-Pin	39000	42900	47190	51909	57100	62810	69091
Card Blocking	37000	40700	44770	49247	54171	59589	65548
Card Unblocking	1000	1100	1210	1331	1464	1610	1772
Other support functions	234000	257400	283140	311454	342599	376859	414545
Active cards (in Crores)	27	30	32	36	39	43	48
Total cards (in Crores)	63	69	76	84	92	101	111

*Per-day volumes are average of month; system should be capable of handling peak load of 6 lakh cards par day.

Name & Signature of authorised signatory

Seal of Company

Bidder Details

Details of the Bidder

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

Name & Signature of authorised signatory

Seal of Company

Scope of Work and Payment Schedule

Sl No	Particulars	Requirements/ Remarks
1.	Description of Product/Services	<p>a) Enterprise license(s) of Debit Card Management System (DCMS) software for all modules provided in the solution with no regards to constraints like number of cards, type of cards, number of transactions, number of support functions, number of VMs, number of CPU cores, number of institutions, number of interchanges, number of users, number of locations etc. for perpetuity. The license will also be applicable to all foreign-offices, subsidiaries (Domestic or International) & sponsored Regional Rural Banks (present & future).</p> <p>b) Bidder should provide detailed architecture of the proposed solution including all components and physical/logical connectivity thereof.</p> <p>c) Support architecture review; preparation of environment i.e. installation and SCD of various components(webserver, application server, DB etc); supporting Vulnerability-Assessment and Penetration-Testing(VA PT) of application components; resolving all issues identified during VA PT; implementation; supporting Application Security review; resolving all issues identified in Application Security review; importing all existing customizations as is; migrating/importing all existing data(card, user, audit trail etc); supporting User Acceptance Testing (UAT); supporting Performance Testing; resolving any issue identified during UAT; supporting migration audit; providing application support; providing operational support as described in technical and functional specification.</p> <p>d) Bidder should provide hardware requirements as per Appendix-Q</p>

		<p>e) DCMS solution is to be implemented at Bank’s on-premises cloud as DC, DR, and Test environments.</p> <p>f) The bidder must provide resources for webservers, middleware, and database for the duration of contract period and provide resources to handle load-balancers for the duration of solution implementation.</p> <p>g) Bidder to provide benchmarking certificate/report of the offered solution from the reputed third party test labs/ATM Switch Vendors/Bank.</p> <p>h) Successful bidder to co-ordinate with the existing Vendor/s of the Bank for data/HSM key transfer and to ensures that the transfer process from existing system to new system is smooth. Bidder will also ensure that key knowledge parameters of the solution are shared with the Bank.</p> <p>i) Successful bidder would share data-at-rest encryption and decryption logic along with keys used in the process with the Bank.</p> <p>j) The Successful Bidder will maintain 99.99 % availability of its solution and services on quarterly basis excluding planned maintenance. Excess downtime of application and services will attract penalty as mentioned in the document.</p> <p>k) Successful bidder must ensure that application adheres to Bank’s IS policy.</p> <p>l) Successful bidder must provide onsite operations support team that will perform all tasks outlined in “Operation Support Duties” (section I of Appendix-C).</p> <p>m) Successful bidder must provide onsite application support team that will perform all tasks outlined in “Application Support Duties” ” (section J of Appendix-C).</p> <p>n) Successful bidder shall maintain and upgrade the Software during the Warranty Period so that the</p>
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		<p>Software shall, at all times during the Warranty Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this document.</p> <p>o) Successful bidder will be responsible for correcting any deficiencies in deliverables as mentioned in the document. Such corrections would not be chargeable to the Bank.</p> <p><i>Out of Scope work and Assumptions:</i></p> <p>a) Bank will provide the hardware infrastructure/VMs/Load-balancers/HSMs, licensed web-server, licensed application server, DB server integrated with Bank’s access-control/IS applications such as SOC, PIMS, DLP, AD etc. for implementation. The bidder must submit the details of requirement as per Appendix-Q.</p> <p>b) Bank will provide space to implementation team to work at.</p> <p><i>Project Staffing Plan:</i> to be submitted by successful bidder.</p> <p><i>Service Performance and Delivery Methodology:</i> to be submitted by successful bidder.</p>
2.	Description of Deliverables	<p>a) Architecture diagrams</p> <p>b) Implementation plan including tentative schedule</p> <p>c) Data migration plan</p> <p>d) Functionalities migration plan</p> <p>e) Hardware and software requirements to implement the application as per Appendix-Q</p> <p>f) Plan to migrate on micro services</p> <p>g) Solution implementation and porting of all existing customizations mentioned in section K “Existing Customizations” of Appendix-C</p> <p>h) Application support</p> <p>i) Operations support</p> <p>j) Instruction manuals</p> <p>k) Training and training manuals</p> <p>l) Online FAQs</p> <p>m) Data dictionary</p>

		n) Other documents mentioned in RFP																		
3.	Third-Party Components	To be submitted by successful bidder.																		
4.	Term of the Project - Project Schedule; Milestones and delivery locations	<p>a) Application will be made operationalize within 24 weeks from date of Purchase Order.</p> <p>b) The installation will be deemed to be completed when the product has been supplied, installed, and operationalized and all the features as per the technical specifications are demonstrated and implemented to the satisfaction of the Bank.</p> <table border="1"> <thead> <tr> <th>Service category</th> <th>Milestone</th> <th>Tentative Duration (Weeks)</th> </tr> </thead> <tbody> <tr> <td>Source code check</td> <td>Source code of the application will be checked for presence of any malicious code.</td> <td></td> </tr> <tr> <td>Delivery</td> <td>Delivery of application, architecture details and approval thereof from Bank.</td> <td></td> </tr> <tr> <td>Configuration and VAPT</td> <td>Configuration of all components such as webserver, application server, database, HSM etc as per Bank's Secure Configuration Document. Supporting VAPT on components and resolving issues identified in VAPT.</td> <td></td> </tr> <tr> <td>Installation in UAT</td> <td>Installation of application in test environment and making it ready for Application security review.</td> <td></td> </tr> <tr> <td>Application Security (AppSec) review</td> <td>Supporting application security review and resolving issues thereof.</td> <td></td> </tr> </tbody> </table>	Service category	Milestone	Tentative Duration (Weeks)	Source code check	Source code of the application will be checked for presence of any malicious code.		Delivery	Delivery of application, architecture details and approval thereof from Bank.		Configuration and VAPT	Configuration of all components such as webserver, application server, database, HSM etc as per Bank's Secure Configuration Document. Supporting VAPT on components and resolving issues identified in VAPT.		Installation in UAT	Installation of application in test environment and making it ready for Application security review.		Application Security (AppSec) review	Supporting application security review and resolving issues thereof.	
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Application Security (AppSec) review	Supporting application security review and resolving issues thereof.																			

		Data Migration	Migration of existing data to provided solution	
		Installation	Installation of AppSec approved configuration to DC and DR environment	
		Porting all existing customizations	Porting existing customizations and functionalities as mentioned in point K of Appendix-C of RFP	
		Training	Training Bank personnel in application functions	
		User Acceptance Testing and performance testing	Supporting UAT & Performance Testing and resolving any observation thereof	
		Documentation	Providing documentation of all functionalities, end-user support manuals etc.	
		Go-live	Preparation for go-live	
		Post-migration audit support	Supporting the post-migration audit conducted on the application and resolving any issues raised during the audit.	
5.	Warranty Term	The selected Bidder shall give warranty for a minimum period of 1 (one) year from the date of acceptance of the application by the Bank.		
6.	Annual Maintenance (AMC) Term	The agreement/ SLA will be for a period of 6 (six) years inclusive of the warranty period of 1 (one) year and Annual Maintenance Contract period of further 5 (five) years after warranty period.		
7.	Integration / Migration Requirements with existing systems	a) The selected bidder should submit a migration plan to migrate existing Card Data (63 Crore total, 27 Crore active) from existing Solution to the proposed Solution.		

		<p>b) Migration of data from existing card management application.</p> <p>c) Support migration audit and resolve issues thereof.</p> <p>d) Integrate with existing internal and external systems and applications.</p>
8.	Help Desk Requirements	Operation support team.
9.	MIS Report Generation requirement	As per Technical and Functional Specifications.
10.	Audit trails and logs requirement	As per Technical and Functional Specifications
11.	Performance Requirements	<p>a) As per Technical and Functional Specifications.</p> <p>b) Uptime requirement of 99.99%.</p> <p>c) Other requirements as mentioned in RFP.</p>
12.	Scalability Requirements	<p>a) To be scalable as per Bank's future requirements.</p> <p>b) The number of users / branches who will be utilizing the Software Solution as per Technical and Functional Specifications.</p>
13.	Regulatory / Compliance Requirements	Bidder to ensure that new solution is compliant to all existing regulatory guidelines of GOI / RBI and any other regulatory authority and also adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and any other subsequent additions/amendments).
14.	Security Requirements	<p>a) The solution must adhere to Bank's IS policies.</p> <p>b) The solution must be PA-DSS/PCI-SSF certified.</p>
15.	Review and Testing; Acceptance	Bank will carry out User Acceptance testing, and Performance testing for the selected application.
16.	Backup system / POC / test & training system / DR system	The successful bidder would setup identical DC and DR application setup. UAT instance of the application may differ from the production setup in computing power.
17.	Training	The selected Bidder will provide comprehensive training of application software and its functionalities to Bank's nominated team in such details as to enable it to maintain all software related to the Solution. The Bank's team will be involved in installation and implementation of the solution.
18.	Customization/ Enhancement/ Upgrade	<p>a) First year from the date of product sign-off, all customizations will be without any additional charges and from second year onwards, 500 Man days free per year for AMC period. The customization rate beyond 500 Man days shall be as per final price discovered for man-days.</p> <p>b) However, Customization as per audit requirement (Bank's internal / external /RBI Audit or any other</p>

		<p>audit) to be implemented as per Bank’s requirement without any additional cost and will not be accounted for in free 500 man-days.</p> <p>c) The Bidder agrees to provide Enhancements that are necessary for the successful implementation of the Project. If such Enhancements are effected by the Vendor or the Software owner / licensor at their discretion, or on account of any change in law applicable to them, the Bank shall not be required to pay any license, charge or fees or cost or any expenses for such Enhancements. The Bidder shall rectify any bug /error in the Application or corruption in media at no extra cost to the Bank.</p> <p>d) Upgrades would include product releases made by the Vendor to incorporate technological changes, consolidating all bug fixes, consolidating all Enhancement requests made by the Bank without any cost to the Bank.</p>
19.	Payment schedule	As mentioned under heading “FEES/COMPENSATION” in SLA

Appendix-F

Indicative Price Bid

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

Name of the Bidder:

Sr. No.	Item	Total Amount in Rupees	Proportion to Total Cost (in percentage) #
1.	Cost of Software Solution as per specification		
2	Installation/ Commissioning		
3.	Comprehensive warranty for Software Solution mentioned in items above for 1 (one) year from the go live date.		
4	Comprehensive annual maintenance/ATS/S&S for Software Solution for 5 (five) years after warranty period.		
5.	Onsite support (i) Application support (as mentioned in point F of Appendix-C)		
	(ii) Operation support (as mentioned in point F of Appendix-C)		
	(iii) Middleware support (as mentioned in point F of Appendix-C)		
7	Training		
8	Man days cost during AMC period (from 2 nd year onwards @500 man days for customization per year). (Additional man-day requirements during SLA period, if any, will be derived from this quote.)		
Total*			

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)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D*</i>	<i>E (95% of D)</i>	<i>F (95% of D)</i>
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.

Certificate of Local Content

Date:

To,
Deputy General Manager,
IT-ATM Department,
State Bank of India,
GITC, CBD Belapur

Dear Sir,

Ref.: RFP No. SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022

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

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

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

OEM

Format for Self-Certification of Local Content

Date:

To,
Deputy General Manager,
IT-ATM Department,
State Bank of India,
GITC, CBD Belapur

Dear Sir,

Ref.: RFP No. SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022

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

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

Sl No	Product details	Name of place
1		
2		

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

Signature of authorised official
Name:
Company seal:

BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 202_ 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 CBD Belapur, Navi Mumbai , 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/IT-ATM/2022-23/890 dated 01/10/2022

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of 6 (six) years 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. (_____) 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. (_____) 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 75 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. (_____).

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 notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. ().
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 6 (six) year(s) 3 (three) months 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. ()
- 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

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

Date:

M/s. _____

Sub: Certificate of delivery, installation and commissioning

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

a) PO No. _____ dated _____

b) Description of the Solution _____

c) Quantity _____

d) Date of installation _____

e) Date of acceptance test _____

f) Date of commissioning _____

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

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

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

4. Service Provider has fulfilled his contractual obligations satisfactorily
or

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

(a)

(b)

(c)

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

Signature _____

Name _____

Designation with stamp _____

For Penalties refer **Appendix-K** (Annexure-F) “Service Level Agreement”.

SOFTWARE/SERVICE LEVEL AGREEMENT

BETWEEN

STATE BANK OF INDIA

AND

Commencement Date:

Date of Expiry:

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This agreement (“Agreement”) is made at _____ (Place) on this _____ day of _____ 202_.

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 IT-ATM Department, hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

_____ ¹ 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 _____ ², and _____ ³, and
- B. Service Provider in the business of providing _____ ⁴, and has agreed to supply _____ (Software) and/or providing the Services as mentioned in Request for Proposal RFP NO SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

¹Name & Complete Address (REGISTERED OFFICE) of Service Provider,

²Purpose of the Agreement

³Any other connected purpose or details of RFP floated by the Bank

⁴Brief mentioning of service providers experience in providing the services required by the Bank.

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

1. DEFINITIONS & INTERPRETATION

1.1 Definition

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

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices) Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. *< Strike of whichever is inapplicable >*
- 1.1.2 “Code” shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.
- 1.1.3 “Confidential Information” shall have the meaning set forth in Clause 15.
- 1.1.4 “Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.
- 1.1.5 “Deficiencies” shall mean defects arising from non-conformity with the mutually

agreed specifications and/or failure or non-conformity in the Scope of Services.

- 1.1.6 “Documentation” will describe in detail and in a completely self-contained manner how the user may access and use the Debit Card Management System, such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.
- 1.1.7 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.8 “Open Source or Copyleft license” shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.
- 1.1.9 “Project Cost” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. _____ *<in words>*) for the full and proper performance of its contractual obligations.
- 1.1.10 “Project Documents” shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.
- 1.1.11 “Request for Proposal (RFP)” shall mean RFP NO SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022 along with its clarifications/ corrigenda issued by the Bank time to

time.

- 1.1.12 “Revision control procedure” shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- 1.1.13 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.14 ‘Services’ shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include the implementation services, training services and maintenance Services and other obligation of Service Provider to be provided under this Agreement.
- 1.1.15 “Software” shall mean (a) the software product(s) described in this Agreement; (b) all maintenance, modifications and enhancements that are provided to the Bank; (c) the Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.
- 1.1.16 “Test Bug Reports” shall mean a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.

1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their

respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (Effective Date).
- 1.3.2 This Agreement shall be in force for a period of 6 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 6 years on the mutually agreed terms & conditions.
- 1.3.4 Either Party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2. SCOPE OF WORK

- 2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-A**.
- 2.2 The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network

(VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

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

3. FEES /COMPENSATION

3.1 Professional fees

- 3.1.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under

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

3.1.2 85% of the cost of software license, training, implementation, post migration support will be paid after Bank's sign-off for application goes live.

3.1.3 15% of cost of software license, training, implementation, post migration support will be paid after warranty is over (1 year post implementation) OR against a bank guarantee of equal amount after Bank's sign-off for application goes live.

3.1.4 Fees for AMC will be paid annually in arrears after warranty period.

3.1.5 Fee for Operation-support and Application-support will be paid quarterly in arrears.

3.2 All duties and taxes (excluding GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4 Payments

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

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide

a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

3.5 Bank Guarantee and Penalties

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ (_____) valid for a period of 6 year(s) 3 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 specified in this Agreement.

3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-F**

in respect of any delay beyond the permitted period in providing the Services.

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

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

4. LIABILITIES/OBLIGATION

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

- (i) Processing and authorising invoices
 - (ii) Approval of Information
 - (iii) Providing computing resources including HSM
 - (iv) Providing licensed OS, Middleware for implementation of cloud-ready application
- OR
- (v) Providing cloud environment as mentioned in Appendix-Q of RFP for cloud native.

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 bidder will provide

closure report for comprehensive code review of the application by a Cert-IN empaneled auditor on annual basis.

- (e) Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (f) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- (g) Service Provider shall be responsible to provide Data Dictionary. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.
- (h) Service provider will deliver all "Deliverables" and "Product/Services" mentioned in Appendix-E of the RFP.
- (i) All other responsibilities mentioned in RFP.
- (j) The service provider, if permitted to sub-contract, shall ensure that its personnel and its subcontractors will abide by all reasonable directives issued/communicated by the Bank in writing or through mail to the service provider from time to time 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.

(ii) Security Responsibility

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

- (b) The service provider will abide by “Essential Security Requirements & Controls” as mentioned in RFP.
- (c) The service provider will abide by all applicable Information Security Policies of the Bank

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 1 (One) year (Term) from the date of acceptance.
- 5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect.
- 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 channel in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).
- 5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the Bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.
- 5.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default

under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

- 5.7 Service Provider warrants that it has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') owned by it (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Bank, for use related to the Services to be provided under this Agreement.
- 5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.9 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.10 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.11 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Software does not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 5.12 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

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

6. GENERAL INDEMNITY

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

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

7. CONTINGENCY PLANS

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

8. TRANSITION REQUIREMENT

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10% of Project Cost(TCO) 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 0.25% of total Project cost for delay of each week or part thereof maximum up to 5% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

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, non-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.
- 12.8 The Bank will defend, indemnify and hold harmless the Service Provider from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any (i) infringement claim by a third party to the extent based on any Bank's provided software to Service Provider by or on behalf of Bank or (ii) Bank's use of the product in a manner contrary to the provisions of this agreement.

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.
- 15.13 The service provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements shall be shared upfront by the bank before the start of the work.
- 15.14 The service provider shall ensure to filter all phishing / spamming / overflow attacks (if applicable) in order to ensure availability and integrity on continuous basis. The service provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.

16. SOURCE CODE ESCROW AGREEMENT

16.1 Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement (**Annexure-H**).

16.2 Service provider shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement.

16.3 The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider under the following conditions:-

- (i) In the event wherein Service provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or
- (ii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfill his contractual obligations under this Agreement; or
- (iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or
- (iv) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or
- (v) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or
- (vi) Any other release condition as specified in source code escrow agreement.

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

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

17. TERMINATION

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

- (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (f) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (g) Violations of any terms and conditions stipulated in the RFP;
- (h) If it is in public/ Bank's interest;
- (i) 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.
 - (v) If service Provider is owned/ controlled wholly/ partly by any other bank operating in India.
 - (vi) If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- 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.

17.8 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.

18. DISPUTE REDRESSAL MECHANISM & 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 (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, 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

The Deputy General Manager (IT-ATM)
ATM Department,
2nd Floor, MTNL Building,
State Bank Global IT Centre,
Sector- 11, CBD Belapur,
Navi Mumbai – 400614

(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 Delivery, Installation, acceptance, rollout of Card Management Solution and training/demonstrations/customization of this solution as mentioned in this agreement/scope of work. Service Provider to provide minimum one training per year without any additional cost. In case, the Bank requires repeated training, the cost of providing such training shall be mutually agreed between the Parties.

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 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

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:
Name:
Designation:
Date:

By:
Name:
Designation:
Date:

WITNESS:

1.

1.

2.

2.

ANNEXURE-A

DELIVERABLES/SCOPE OF WORK

1. Description of Deliverables: following are the deliverables:
 - a) Architecture diagrams
 - b) Implementation plan including tentative schedule
 - c) Data migration plan
 - d) Functionalities migration plan
 - e) Hardware and software requirements to implement the application as per Appendix-Q
 - f) Plan to migrate on micro services
 - g) Solution implementation and porting of all existing customizations mentioned in section K “Existing Customizations” of Appendix-C
 - h) Application support
 - i) Operations support
 - j) Instruction manuals
 - k) Training and training manuals
 - l) Online FAQs
 - m) Data dictionary
 - n) Other documents mentioned in RFP

1. Specifications, Performance Standards, and Functional Requirements: As described in **Annexure-C** of RFP NO SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022.

2. Documentation:
 - (i) Following documents shall be delivered by the Vendor to the Bank for Card Management Application including any third party software or any other component/ framework used/ developed to deliver the solution, before the platform become operational, which includes, coding standards, user manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, debugging/ diagnostics documents, test procedures etc.

 - (ii) The vendor should 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 Product as and when applicable.

 - (iii) Any level/ version changes and/ or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the

Bank free of cost in timely manner.

3. Place of Service

1.	Navi Mumbai
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4. Standard Services: As mentioned in RFP NO SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022.

5. Maintenance/ Upgrades

a. 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.

b. Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned below as Operation Support Duties and Application Support Duties:

Operation Support Duties:

1	DCMS application monitoring including hardware(health check) & taking corrective actions
2	E-mail and call support to Branches/helpdesk/Internal teams
3	Monitoring application and supporting services including Base24 Switch interface, application server, and web server
4	Monitoring Oracle Golden Gate Services for data replication & taking corrective actions
5	Monitoring and processing of debit card requests from all sources and all card types(personalize and non-personalize)
6	Re-PIN or reissuance of cards that are flagged as skimmed or compromised
7	Updating card status of expired Cards in ATM Switch on monthly basis
8	Generating and sharing data-extracts, reports, and files with internal departments in predefined format on daily, and monthly basis
9	Resolving issues related to Debit Card raised in Bank's service desk
10	Handling and supporting entire card processing life-cycle

11	Monitoring and resolving failure of online support function
12	Verification and reconciliation of card processing
13	Processing of card requests and card-support functions received through channels other than the application such as service desk etc.
14	Verification and processing of vendor billing data on monthly basis
15	Processing renewal of expiring cards on monthly basis
16	Configuration of new and existing products and quality checking rules
17	Analysing and resolving production issues
18	Debit Card AMC calculation processing on monthly and yearly basis
19	Performing user management activities as per instructions
20	Coordination with stakeholders for any scheduled or unscheduled maintenance activities including DR drills
21	Creating and maintaining Standard Operation Procedures for all application related activities.
22	Other Activities as per Bank requirements

*This is not an exhaustive list of activities performed by operation support team

Application Support Duties:

1.	Administration, maintenance, management, restoration, upgrades, critical patches of Webserver, Application-server, and Application.
2.	Hardening of Middleware (webserver, application-server) as per Bank's latest Secure Configuration Document (SCD) and resolution of issues identified during Vulnerability Assessment & Penetration Testing (VAPT) conducted on middleware on regular basis.
3.	Ensuring 99.99% uptime of the application
4.	Conducting Root Cause Analysis (RCA) for any incident related to DCMS application and submitting the report thereof within stipulated timeline i.e. interim report to be submitted within 48 hours and final report in maximum 7 working days.
5.	Resolution of reported incidents within predefined timelines (defined in SLA).
6.	Coordinating with other teams for Infra support
7.	Fine tuning application (performance tuning)
8.	Creating & Importing of Certificate on UAT & Production/DR
9.	Ensuring that Application is in synchronization in PR-DR.
10.	Conducting any scheduled or unscheduled maintenance activities including DR drills
11.	Scheduling/Checking/Validating application backup
12.	Database support for application
13.	Troubleshooting application Errors
14.	Creation and scheduling of jobs.
15.	Supporting DCMS application monitoring including hardware health check.
16.	Unscheduled, corrective and remedial maintenance and support services.
17.	Maintain and distribute manuals, user guides, data dictionary and conducting yearly review thereof.
18.	Any activity to be undertaken on business requirements.
19.	Any other miscellaneous jobs, related to upkeep and smooth functioning of DCMS application.
20.	Delivery of customization as per agreed upon timelines.

21.	Deployment of change-requests in UAT and production environment.
22.	Supporting the testing of change-request.
23.	Deployment of Application Patch on UAT & Production.
24.	UAT & Production issue analysis & resolution.
25.	Supporting Information Security review of the application, change-requests, and environment.
26.	Supporting various internal and external audits including PCI-DSS, Comprehensive Security Review, Information Security audit, Source Code Review, RBI audit etc.
27.	Fixing Audit Observations arising during any internal and external audits.
28.	Customization as per regulatory guidelines/scheme (Visa/MasterCard/Rupay) guidelines /audit requirement (Bank's internal / external /RBI Audit or any other audit) to be implemented as per Bank's requirement without any additional cost.
29.	Test data preparation on UAT.
30.	Support to Bank stakeholders for UAT testing.
31.	Close the vulnerabilities and penetration findings relating to security / performance and compliance of various audit findings as per timelines defined in SLA.
32.	Updating application documents such as Application architecture diagram, Dataflow Diagram, Solution Documents, User manuals, complete DCMS manual, Data register, API URL list, Key/certificate Management Documents etc. on regular intervals.

*This is not an exhaustive list of activities performed by application support team.

6. Correction of Deficiencies in Deliverables

- 6.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:
- a) Without prejudiced to the Bank's other rights under this Agreement, allow Service provider to continue its efforts to make corrections; or
 - b) Accept the deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such deliverable to reflect the uncorrected Deficiencies; or
 - c) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

7. Service Milestones: Application will be made operationalize within 24 weeks from date of Purchase Order. Time for post-migration audit support is excluded from the time to make application operationalize.

Service category	Milestone	Tentative Duration (Weeks)
Source code check	Source code of the application will be checked for presence of any malicious code.	
Delivery	Delivery of application, architecture details and approval thereof from Bank.	
Configuration and VAPT	Configuration of all components such as webserver, application server, database, HSM etc as per Bank's Secure Configuration Document. Supporting VAPT on components and resolving issues identified in VAPT.	
Installation in UAT	Installation of application in test environment and making it ready for Application security review.	
Application Security (AppSec) review	Supporting application security review and resolving issues thereof.	
Data Migration	Migration of existing data to provided solution	
Installation	Installation of AppSec approved configuration to DC and DR environment	
Porting all existing customizations	Porting existing customizations and functionalities including integration with internal and external applications.	
Training	Training Bank personnel in application functions	
User Acceptance Testing and Performance Testing	Supporting UAT & Performance Testing and resolving any observation thereof	
Documentation	Providing documentation of all functionalities, end-user support manuals etc.	
Go-live	Preparation for go-live	
Post-migration audit support	Supporting the post-migration audit conducted on the application and resolving any issues raised during the audit.	

8. Risk Management

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

ANNEXURE-B

INFRASTRUCTURE MANAGEMENT METRICS

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

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RTO during disaster or mock-drills for shifting to DR and back. (The application, along with webserver, middleware, and database should be migrated to DR setup during disaster or mock drills.)	Maximum 35 Minutes	The time duration between last request recorded in DC and first request recorded in the DR or vice-versa.

(b) SLA for Recovery Point Objective

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RPO during disaster or mock-drills for shifting to DR and back. (The application, along with webserver, middleware, and database should be migrated to DR setup during disaster or mock drills.)	Minimum 99.99% of site data	The number of records and size of database in DC must match those in DR.

(c) INFRASTRUCTURE SUPPORT METRICS

Activities		Severity	Response Time	Resolution Time	Measurement Criteria
Operational Task	Details				
Web-server/ Middleware Services	Issues related to performance/slowness.	Level 1	15 minutes	2 hours	The time taken from the moment issue noticed by operation team or complaint raised by Bank over
	Issues related to certificate change, configuration fixes	Level 2	10 minutes	1 hours	

Activities		Severity	Response Time	Resolution Time	Measurement Criteria
Operational Task	Details				
	Issues Impacting Application downtime	Level 3	5 minutes	30 minutes	email or other means of communication

(d) Operation Support Metrics

Activities		Severity	Response Time	Resolution Time	Measurement Criteria
Operational Task	Details				
Monitoring of environment (health check)	Monitoring of application, FHM, web-server, application server etc. and escalating the issue.	Level 1	15 minutes	2 hours	The time taken from the moment the issue is identified by operation team or complaint raised by Bank over email or other means of communication.
		Level 2	10 minutes	1 hours	
		Level 3	5 minutes	30 minutes	
Monitoring of application services	Monitoring of web-services, APIs etc. and taking corrective actions.	Level 1	15 minutes	2 hours	
		Level 2	10 minutes	1 hours	
		Level 3	5 minutes	30 minutes	

ANNEXURE-C

(a) APPLICATION SUPPORT METRICS.

Severity	Functional Requirement	Response Time	Resolution time
Low (P1)	Minor impact on system with less probability of occurrence. Issue in generation of reports	15 minutes	8 hrs
Medium (P2)	Erratic behaviour of the application. Issue due to Data base performance. Application not working properly / slow response from application or database.	15 minutes	2 hours
High (P3)	Essential functionality of the applications developed under this contract is consistently failing/not working. Significant number of users are affected, though the platform is partially available. Functionalities like EMBO & PIN generation, support functions on debit card, CAF generation, Encryption/ decryption.	10 minutes	1 hours
Critical (P4)	Business critical application is totally unusable or nearly unusable, resulting in a business impact. Functionalities like blocking of card, interfaces, green pin, digital banking, flag change, tokenization, token lifecycle management etc.	5 minutes	30 minutes

(b) Application Development Metrics

Impact Level	Description/Measure	Response Time	Resolution Time
Level 1	Low impact/ low critical development for the bank	3 days	As per mutually agreed upon timelines
Level 2	High impact/ critical development for the bank	1 day	As per mutually agreed upon timelines

(c) Incident Resolution Metrics

Incident Priority	Impact	Resolution timeline
P0 (Critical)	<ul style="list-style-type: none"> • Impact on core business applications with high criticality. • Unauthorized disclosure of sensitive or regulated information. • Bank wide impact on corporate security and/or ability to conduct critical operations affecting the Bank significantly. 	Same day (T+0)
P1 (High)	<ul style="list-style-type: none"> • Impairment on the Bank's ability to use non-core business applications with High criticality. • Considerable business impact affecting an individual function within the Bank. 	Next day (T+1)
P2 (Medium)	<ul style="list-style-type: none"> • Medium impact on single or few users but may become high impact if not taken care of. • Productivity of small group of users may be affected. 	Day after next day (T+2)
P3 (Low)	<ul style="list-style-type: none"> • Some localized inconvenience, but low / no impact on an IT system. • No impact on business. 	T+3

(d) VA PT Resolution Metrics

Incident Priority	Resolution timeline
P0 (Critical VA)	7 days
P1 (High VA)	15 days
P2 (Medium VA)	22 days
P3 (Low VA)	30 days
PT	7 days

ANNEXURE-D

(a) SERVICE DESK SUPPORT METRIC

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type Level 1	Support to branches/ other offices for various activities through Card Management Application.	60 - 90 Mins. (from time of incident)
2.	Level 2	Support to branches or other offices for issues reported by them	30 – 60 Mins. (from time of incident)

(b) SERVICE LEVEL REPORTING/ FREQUENCY

Weekly reporting of operation-support, application support, and change-request.

(c) SERVICE REVIEW MEETING

1. Monthly : With Delivery Manager
2. Quarterly : With Product Manager
3. Half –yearly : With Top Management of service provider.

ANNEXURE-E

ESCALATION MATRIX

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

ANNEXURE-F

PENALTY FOR NON-PERFORMANCE OF SLA

If vendor fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, impose the following penalties, as liquidated damages. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

<p>Metrics:</p> <p>Following metrics will be used to calculate the penalty:</p> <p>Start date: PO date End date: ____ (as per PO) Actual End date: Date when delivered</p> <p>Exclusions: Duration of delay on account of the following will be excluded:</p> <ol style="list-style-type: none">1. Change in priority assigned to a module due to urgency with prior written approval from the Bank.2. Change in module requirements.3. Testing on account of dependencies on CBS / Merchant / Network etc.4. Unavailability of infrastructure in staging and other dependable environments like staging Core, network, etc. which are beyond the control of SI.5. Unavailability of inputs from dependent entities like Merchants, third parties, etc.
<p>Penalties:</p> <p>Item 1: Delay in delivery of Change Requests for future customisations.</p> <p>Penalty amount (subject to a maximum of 40% of approved effort estimates)</p> <p>The value of the penalty for first 2 days of delay: billing rate per man-day x Number of days</p> <p>If delay is equal to or more than 3 days: billing rate per man-day x Number of days x 1.50</p> <p>Delay will be calculated from mutually agreed upon delivery date.</p> <p>Eg: if effort is estimated at 100 man-day, delivery is scheduled after 50 days, while actual delivery extended to 55 days.</p> <p>Calculation will be as under: The value of the penalty for first 2 days of delay = 2 man-days * 1 = 2 man-days + The value of the penalty for next 3 days of delay = 3 man-days * 1.5 = 4.5 man-days Total of 6.5 man-day (capped at 40 man-day as 40% of 100 man-day) Penalty amount = Rs. 6.5 x billing rate per man-day</p>

Item 2: Defects in application post production movement of customization.

Penalty amount:

Number of days to fix the defect x 2 x billing rate per man days

Item : Failure to Support client application on new Operating System / HSM

Penalty amount (subject to a maximum of 5% of approved resource cost for the base application):

Number of days during which the application is unavailable to customers x 1.5 x billing rate per man-day

Number of days for penalty will start from day beyond mutually agreed timeline.

Assumptions :

Metrics	Value
1 Man day	8 hours

PENALTY FOR NON-PERFORMANCE OF SLA

Service level category	SLA Measure	Penalty Calculation
Application Uptime/ Downtime/	As mentioned in Appendix-K (Annexure-F)	As mentioned in Appendix-K(Annexure-F)
RTO	As per point (a) and (b) of Annexure-B of SLA	Penalty of Rs. 15,000/- for first 25 minutes and Rs. 10,000/- for every 15 minutes thereafter. Any downtime due to issue beyond the purview of application support team will not be counted for calculation of RTO.
Delivery, Installation, data porting, customization porting, UAT, Live in production	All activities are to be performed as per delivery schedule. Penalty to be calculated on per week basis.	As mentioned under point 9 "LIQUIDATED DAMAGES" of RFP
Post-Migration audit support	Penalty to be calculated on Per week basis of part thereof.	0.25% (Point two five %) of the installation/ commissioning cost
Non-availability of staff	As per RFP requirement	50% of billing rate per man day for each resource unavailable per day

Standard/ Ad-hoc Reports	As per RFP requirement	Rs. 10,000/- per report per day
Delays in Incident Resolution	As per “ Incident Resolution Matrix” in SLA	Rs. 10,000/- per incident per day
Delays in PT Resolution	As per “VA PT Resolution Metrics” in SLA	Rs. 5000/- per point per day
Delays in VA Resolution	As per “VA PT Resolution Metrics” in SLA	Rs. 500/- per point per day
Delays in submitting RCA beyond stipulated timeline	As per RFP requirement	Rs. 2,000/- per RCA per day for delay in submission of interim/final report.

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

System will be considered to be up when accessible by the user without any performance/response time degradation. The service provider to ensure 99.99% uptime for the ‘**solution**’ and **infrastructure provided by the Bank** on 24*7*365 basis every quarter. Uptime (%) will be calculated as follows:

- Uptime (%) = (Sum of total hours during month – Sum of downtime hours during month)/ Sum of total hours during month x 100.
- For All software related issues defined under High category in reputational loss:

Sl No.	Uptime	Penalty Amount*
1	Between <99.99% and >=99.95%	Rs. 10000/-
2	Between <99.95% and >=99.90%	Rs. 20000/- per hour or part thereof
3	Between <99.90% and >=99.88%	Rs. 30000/- per hour or part thereof
4	<99.88%	Rs. 50,000/- per hour or part thereof

As the Bank’s requirement includes on-site support, **in the case of any break down/ malfunctioning or software related issues relevant defect should be resolved within 2 hours**, i.e. the total resolution time inclusive of response time will be two hours. Failing to do so, penalty will be levied in case of every event of breakdown/ defect/ malfunctioning of application, accessories, interfaces, system software, due to patch downloads/ uploads, software upgrades or for any reason, beyond the range of two hours as follows:-.For All software related issues other than defined under High category in reputational loss:

Sl No.	Period of delay	Penalty Amount*
1	>Two hours up to Four hours	Rs. 4000/- per hour or part thereof
2	>Four hours up to Eight hours	Rs. 8000/- per hour or part thereof
3	>Eight hours up to twelve hours	Rs. 12000/- per hour or part thereof
4	>Twelve hours up to twenty four hours	Rs. 16,000/- per hour or part thereof

5	>Twenty four hours	Rs. 20,000/- per hour or part thereof
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Penalty for Daily Activities.

A. EMBOSSA Generation and upload :

Vendor to generate and upload EMBOSS file on Card vendor's SFTP server within 12 hours from the receipt of Core file / Input. For delayed records following penalty will be levied.

Time taken to upload EMBOSS files	Penalty amount
> 12 hours	Rs. 0.50 per record
> 15 hours	Rs. 0.75 per record
> 18 hours	Rs. 1.00 per record

E.g. Input file with 100,000 records received at 04:00 Hrs. EMBOSS file uploaded at 22:00 Hrs. Time taken for EMBO upload is 18 hours, penalty will be (18 hours – 12 hours) 0.75*100000 = Rs. 75000.00

B. PIN Printing :

System should be able to print PIN for new card / Re PIN requests received within 24 hours from receipt of core / Input / request file. For any delay following will be applicable.

Time taken to upload EMBOSS files	Penalty amount
> 24 hours	Rs. 0.50 per record
> 30 hours	Rs. 0.75 per record
> 36 hours	Rs. 1.00 per record

E.g. Input file with 1000 records received at 04:00 Hrs., PIN printing completed next day at 10:00 Hrs. PIN printing activity completed in 30 hours, penalty will be (30 hours – 24 hours) 0.50*1000 = Rs. 500.00

C. CAF Refresh for Virtual Card:

Application to refresh CAF or Support CAF file on switch online, for any delay following penalty will be levied.

Time taken for activity	Penalty amount
> 10 Minutes	Rs. 5.00 per record
> 20 Minutes	Rs. 10.00 per record
> 30 Minutes	Rs. 15.00 per record

E.g. CAF file with 100 records generated at 20:00 Hrs. while CAF refreshed at 20:30 Hrs. penalty will be (30 Minutes – 10 minutes) 10.00*100 = Rs. 1000.00

D. CAF Refresh for Physical Card:

Application to refresh CAF or Support CAF file on switch online, for any delay following penalty will be levied.

Time taken for activity	Penalty amount
> 24 hours	Rs. 1.00 per record
> 36 hours	Rs. 2.00 per record
> 48 hours	Rs. 3.00 per record

E.g. CAF file with 100,000 records generated at 20:00 Hrs. of day-1 while CAF refreshed at 21:30 Hrs. of day-2 penalty will be (25.5 hours) 1.00*100000 = Rs. 100,000.00. (CAF refresh process generally gets completed within 2 hours of initiation.)

E. Support Functions on Card

a. Card Blocking / Hot listing

System should be in position to block card on real time (as per the request from customer / Bank). All financial loss with penalty will be recovered from vendor. Penalty will be Rs. 10,000/- Per card.

b. Un blocking / A/c Linking / A/c Delinking/ Any other support function

All activities to be performed online, any delay more than 30 minutes will be penalized with Rs. 500.00 per record.

Performance Criteria/ SLA: by signing this SLA, the service provider agrees that if the product/solution provided by the bidder does not meet the solution requirements prescribed by the Bank (Appendix-C of RFP), penalties as per “Penalty for Non Performance of SLA” of SLA would be applicable immediately.

1. Delay in applying patch / upgrade or any regulatory/ audit compliance. (e.g. PA-DSS/ PCI-SSF) will also be treated as non-performance. Bidder to apply, latest patch within 6 weeks of release. Thereafter, the Bank shall impose a penalty of –

0.1% of the TCO (less AMC) for every week of delay for the first 4 weeks, and increase this rate by 0.1% for every block of four-week delay thereafter.

E.g., if the delay is by 12 weeks, the penalty shall be computed at 0.3% per week (or part thereof) for the entire period of delay (excluding first two weeks).

This is in addition of any other penalty mentioned elsewhere in this document.

2. Penalty will be charged as mentioned in RFP with a cap of 40% of total contract value.
3. Penalties, if any, will be charged quarterly and will be adjusted against payables. If penalties are more than quarterly pay-out (all payables except customization charges), rest of the penalties after adjustment will be rolled over to next quarter subjected to the cap of 40% of annual contract value.
4. Penalty may be waived off for reasons beyond the control of vendor as determined by the Bank.

Note:

- 1 Actual loss on account of errors, bugs, deficiencies, delay, etc., in services attributable to the bidder will be charged in actual by the Bank and maximum capacity of penalty will not be applicable in this regard.
- 2 Any loss to the Bank on account of loss of actual/ expected business during the period of outage of services or any other issues will be charged accordingly if it is attributable to the Bidder.

3 In case a penalty is leviable under two conditions then higher one will be applicable.

Additional penalties:

Notwithstanding anything contained in the Request for Proposal/Service Level Agreement, the service provider hereby agrees and undertake that following losses incurred by the Bank/ accrued to the bank, if any on account of reasons attributable to the service provider shall be recovered from its invoices or will be made good by the service provider:-

- a. Actual loss on account of errors/bugs/deficiencies in development/support activities attributable to the service provider.
- b. Any loss accrued to the Bank on account of loss of business during the period of outage of application developed/maintained or maintenance activity of related hardware on which such application is hosted by the service provider.
- c. Reputational loss due to the reasons attributable to the service provider. The service provider understand the provision(s) of penalty and matrix of calculation thereof given in this document. The decision of the Bank shall be final and binding in this regard. Such Penalties shall not restrict the Bank for availing any other remedy/action available in law or in equity.
- d. Actual loss as well as penalties for business loss and reputational loss incurred by the Bank on account of deficiencies in services attributable, shall be recovered in full with a cap on penalties as Point A and B below. Penalties are over and above the cap on penalties mentioned elsewhere
- e. Before effecting recovery of penalty, the departments will share recovery of penalty and working thereof with the service provider.

A. Penalty for Reputational loss:

Type of Penalty: on account of Reputational loss of the Bank.

CAP: 40% of annual contract value.

Reputational loss is the potential loss that negative publicity regarding an institution's business practices, whether true or not, may cause a decline in the customer dissatisfaction, costly litigations or business/revenue reductions.

Deficiency in performance of the proposed application may lead to reputational loss to the Bank due to adverse publicity in the working area and that may spread across borders.

Following matrix for working out penalty for reputational loss to the bank.

Severity	Adverse cover- age against Bank at	Adverse coverage against Bank in
1	High	DCMS application down, critical services viz Blocking, unblocking, UPI onboarding, flag change, limit change down will be treated as bank's reputational loss. Green Pin
2	Medium	Support functions such as flag change, limit change, Geo location, and Rate maintenance for foreign offices etc.

B. Penalty for Business Loss:

Type of Penalty: on account of Business loss to the Bank

CAP: Additional 10% of annual contract value.

In case of outage in critical applications, Bank loses the opportunity of doing business during that period and thereby losing profits thereon.

ANNEXURE-G

Transition & Knowledge Transfer Plan

1. Introduction

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

2. Objectives

2.1 The objectives of this annexure are to:

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

3. General

3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry of 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 **24 (Twenty four)** 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, coordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

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

5. Subcontractors

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

6. Transfer of Configuration Management Database

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

7. Transfer of Assets

7.1 6 (six) months prior to expiry or within 2 (two) weeks 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/Vendor's premises, at such times, during business

hours as Bank may reasonably request. Each training course will last for 24 hours. Bank may enroll up to 10 of its staff or 10 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. The training to be given in batches. Each training course will be taught by a technical expert with no fewer than 3 years of experience in application. SERVICE PROVIDER shall provide the yearly 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).

ANNEXURE-H

Software Escrow Agreement

1. **Software and Establishment of the Escrow.** Owner owns or has rights to the “Software” identified in Exhibit A. By this Agreement, Owner establishes an escrow of Deposit Materials (see Exhibit A) for the Software (the “Escrow”).
2. **Deposit Materials.** The Deposit Materials are described in Exhibit A. Owner shall deposit the “Deposit Materials” (including “Updates”) into the Escrow by delivering them to EscrowTech India. Owner certifies to EscrowTech India that Owner has the right to provide the Deposit Materials to EscrowTech India for the purposes of this Agreement and that a release, if ever, of such Deposit Materials to Beneficiary in accordance with this Agreement will not violate third party rights or Indian export laws or regulations. Owner shall indemnify EscrowTech India against, and hold it harmless from, any claim to the contrary.
3. **Encryption and Reproduction.** Owner warrants that no Deposit Materials will be encrypted or password protected and that all Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 12) and will be readily reproducible by EscrowTech India for copying as needed under this Agreement (see, e.g., Section 11). It is not EscrowTech India’s responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.
4. **Updates.** Owner shall update the Escrow by delivering to EscrowTech India Updated Deposit Materials (“Updates”) as described in Exhibit A. Updates shall be part of the “Deposit Materials.”
5. **Deposit Procedure.** Deposit Materials in reliable storage media shall be delivered by Owner to EscrowTech India on a date agreed to between Owner and EscrowTech India, in accordance with EscrowTech India’s then-current deposit procedures, but EscrowTech India is not responsible if Owner fails to comply with this.
 - a) **Deposit Inventory Form.** Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to Beneficiary and EscrowTech India that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.
 - b) **Confirmation.** To confirm receipt of the Deposit Materials, EscrowTech India will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and Beneficiary.
 - c) **Deficiency.** If Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner’s responsibility to deposit all required Deposit Materials.

d) **Verification.** EscrowTech India is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of Beneficiary, EscrowTech India may conduct technical verifications of Deposit Materials for Beneficiary in accordance with a Technical Verification Addendum. Beneficiary must pay EscrowTech India's then-current fees plus expenses for the technical verifications.

e) **File Name Listings.** At the option of Beneficiary, EscrowTech may generate a list of file names from the Deposit Materials and provide a copy of the list to Beneficiary. This only applies to Deposit Materials in an electronic form from which EscrowTech can generate the list on a PC running Windows. The copy of the list will be provided with the Confirmation of Receipt of Deposit Materials or separately. If Beneficiary exercises this option, the "File Listing Fee" will be paid to EscrowTech in accordance with the Fee Schedule attached hereto.

6. **Replacement of Obsolete Deposit Materials.** Owner and Beneficiary may jointly identify for EscrowTech India any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech India to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were deposited with EscrowTech India or be otherwise understandable to EscrowTech India. The "Deposit Materials" shall cease to include any

destroyed or returned Deposit Materials.

7. **License Agreement.** Owner and Beneficiary have entered into one or more agreements identified in Exhibit A pursuant to which Owner has licensed or provided the Software to the Beneficiary. Such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is intended by the Parties to be "supplementary" to the License Agreement in that, in the event that the Owner is wound up or ordered wound up or has a winding up petition ordered against it or assigns all or a substantial part of its business or assets for the benefit of creditors or permits the appointment of a receiver for the whole or substantial part of its business or assets or otherwise ceases to conduct its business in the normal course or files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against the Owner which is not dismissed within 60 days thereafter, if this Agreement and/or the License Agreement is (are) rejected by Owner as a debtor in possession or a trustee or by any other person or entity under any Bankruptcy proceeding, then Beneficiary may elect to retain its rights. The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech India such rights

(including intellectual property rights) as are necessary to allow EscrowTech India to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date. In the event of termination of the License Agreement Owner and Beneficiary shall give a written notice to EscrowTech India informing EscrowTech India of such termination.

8. ***Embodiment of Intellectual Property.***

The Deposit Materials are an “embodiment” of “intellectual property” as those terms are used in bankruptcy proceedings. The tangible Deposit Materials and any copies thereof made by EscrowTech India in accordance with this Agreement are owned by EscrowTech India, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

9. ***Release of Deposit Materials - Request of Beneficiary.***

Beneficiary shall be entitled to receive the Deposit Materials if the Release Condition described in Exhibit B occurs. The following release procedure shall apply:

a) ***Notice to EscrowTech India.*** Beneficiary shall give written notice to EscrowTech India informing EscrowTech India that the Release Condition has occurred, and shall request EscrowTech India in writing to release the Deposit Materials to Beneficiary.

b) ***Notice to Owner.*** EscrowTech India shall then promptly send written notice to

Owner of Beneficiary's notice and request for release. Such notice will be sent by Speed Post with Acknowledgement Due.

c) ***Release and Waiting Period.*** Unless there is a timely dispute or objection as provided in Section 9 (d) below, EscrowTech India shall release the Deposit Materials to Beneficiary promptly after expiration of the Waiting Period. The “Waiting Period” shall be two weeks, beginning on the date that the notice is sent by EscrowTech India to Owner.

d) ***Dispute.*** If Owner disputes Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech India prior to the conclusion of the Waiting Period. If EscrowTech India receives such timely notice of dispute or objection, then EscrowTech India will not release the Deposit Materials to Beneficiary until the dispute or objection is resolved by Owner and Beneficiary in accordance with Section 17 or by court order. Such resolution will determine whether or not Beneficiary is entitled to receive the Deposit Materials from EscrowTech India. EscrowTech India shall be bound to keep the Deposit Materials and release it only upon resolution of the disputes. EscrowTech India has no obligation to determine whether or not Beneficiary is entitled to the Deposit Materials.

e) **Partial Release.** If Owner believes that Beneficiary is entitled to a release of only a portion of the Deposit Materials, it is the responsibility of Owner to indicate this in a written notice to EscrowTech India and to clearly identify in such notice the portion of the Deposit Materials that should be released to Beneficiary and what should not be released. This notice must be given promptly and must be received by EscrowTech India within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 17.

10. **Release of Deposit Materials - Owner's Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech India shall release the Deposit Materials to Beneficiary.

11. **Copies.** Any Deposit Materials released to Beneficiary under this Agreement may be in the form of a copy of the Deposit Materials. EscrowTech India may copy the Deposit Materials for the purposes of this Agreement or for back-up. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

12. **Use of Released Deposit Materials.** Deposit Materials released to Beneficiary under this Agreement may only be used by Beneficiary as permitted in Exhibit B (“Permitted Use”). Owner hereby licenses Beneficiary to practice the Permitted Use. Although Beneficiary is not

entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under a bankruptcy proceeding, petition law or regulation of a similar nature in India or any foreign jurisdiction, this shall not negate, prejudice or limit any other rights which Beneficiary may have.

13. **Fees.** EscrowTech India shall receive the following fees and payments:

a) **Annual Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, the Annual Fee shall be paid to EscrowTech India in accordance with the Fee Schedule (Exhibit D). The Annual Fee is payable at the beginning of the contract year to which it is applicable.

b) **Excess Update Fee.** Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, the Excess Update Fee shall be paid to EscrowTech India for each extra Update in accordance with the Fee Schedule (Exhibit D).

c) **Release Fees.** If Beneficiary requests a release of the Deposit Materials under Section 9, Beneficiary shall pay the Release Fee (Exhibit D) to EscrowTech India prior to the release. If the Deposit Materials are released at

the instruction of Owner under Section 10, or if the Deposit Material has to be returned to the Owner, Owner shall pay the Release Fee to EscrowTech prior to the release.

d) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds 530 cubic inch then the Excess Storage Charge shall be paid to EscrowTech India in accordance with the Fee Schedule (Exhibit D).

e) **Increases.** The fees set forth in Exhibit D are fixed for three years. Thereafter, fees are subject to increase by EscrowTech India by 15%. This increase will apply at the rate of 15% every three years after expiry of initial three years.

f) **Costs.** Beneficiary shall pay EscrowTech India for reasonable pre-approved out of pocket costs incurred by EscrowTech India in releasing, copying and delivering the Deposit Materials to Beneficiary if the release is requested by Beneficiary. Owner shall be responsible for such costs if the release is requested by Owner.

g) **Payment Terms.** EscrowTech India shall not be required to perform any service, including receiving and release of any Deposit Materials unless any outstanding balances owed to EscrowTech India are paid in full.

14. (A) **Term.**

This Agreement shall become effective on _____ and will follow the terms of the license agreement unless any of the following happens earlier,

- a. This Agreement is terminated by the Owner and Beneficiary acting together; or,

- b. This Agreement is terminated by the Owner or Beneficiary as provided for in this Agreement; or

- c. EscrowTech India releases the Deposit Materials in pursuance to Section 09 appearing herein above.

14 (B). Termination of Escrow by Beneficiary.

The Escrow and Beneficiary's rights under this Agreement will terminate if any of the following occurs:

- a) Beneficiary gives written notice of Escrow termination to EscrowTech and Owner.

- b) A termination condition under Exhibit B is satisfied in accordance with Exhibit B. If any such termination condition is satisfied, then Beneficiary and Owner will give prompt written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech India shall send notice thereof to Beneficiary and if EscrowTech India does not receive a written objection from Beneficiary within three weeks after the date of EscrowTech India's notice, then EscrowTech India may terminate the Escrow.

- c) In the event Beneficiary fails to perform any material obligations under this Agreement as against EscrowTech India and such failure continues unremedied for a period of 90 days after the date of written notice of such breach from EscrowTech India, and EscrowTech India gives notice of termination to Beneficiary, then EscrowTech India may terminate this Agreement subject to the Owner and the

Beneficiary appointing a substitute escrow agent in the place of EscrowTech India for continuing with the escrow arrangement as set out in this Agreement. If the Owner and Beneficiary do not establish a substitution within 90 (ninety) days from termination notice under this clause, then EscrowTech shall have no obligation or liability to the Parties.

15. **Termination of Escrow by Owner or EscrowTech.** Subject to Section 16, this Escrow may be terminated by either Owner or EscrowTech India upon 90 days advance written notice of termination to the other Parties. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 16). If a Release Condition occurs and EscrowTech India is given written notice thereof under Section 9 (a) prior to the date of termination, then the Escrow will not terminate without the written consent of Beneficiary.

Upon termination of the Escrow by any of the Parties to this Agreement, the following shall apply:

a) EscrowTech India shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech India will certify in writing to Owner that such destruction has occurred.

b) EscrowTech India shall have no obligation or liability to perform Services described under the Agreement after termination provided services which are required to be performed even after termination or otherwise survive by

its nature shall not get affected..

c) Termination of the Escrow shall not affect any rights or licenses granted to EscrowTech India or Beneficiary with respect to Deposit Materials released to (or which should be released to) Beneficiary because of a Release Condition occurring prior to the date of termination.

If this agreement is terminated by any party they shall provide a notice of termination to all other parties to this contract. Non-compliance of same shall not make the termination effective.

16. **Establishment of Substitute Escrow.** During the 90 day period under Section 15, Owner and Beneficiary shall provide EscrowTech India with joint written instructions authorizing EscrowTech India to forward the Deposit Material to third party escrow agent for the benefit of Beneficiary. If more than 90 days is needed to establish the substitute escrow and if EscrowTech India receives written notice from Owner or Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 15 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech India receives written notice from Owner that the substitute escrow has been established and approved.

17. **Dispute Resolution.** In the event of any dispute between the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the

rules of the Indian Arbitration and Conciliation Act, 1996 in force when notice of arbitration is sent as per these rules. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the appropriate court where the arbitration is to be held to designate a neutral arbitrator. The venue for such arbitration shall be at Chennai, India. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

18. ***Protection of Deposit Materials.***

EscrowTech India shall hold and protect the Deposit Materials delivered to it in physical vaults that are either owned or under the direct control of EscrowTech India by secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by accident, or other mishap or cause, Owner shall promptly submit to EscrowTech India such Updates and replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.

19. ***Indemnification.*** Each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective

officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

20. ***Depository Only.*** EscrowTech India acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, format, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech India or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech India is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

21. ***Confidentiality.***

- a. EscrowTech India shall not make public or disclose to any person any information about this Software Escrow Agreement or the Deposit Materials except as permitted by this Software Escrow Agreement or as required by law.
- b. EscrowTech India shall not copy or reproduce the Deposit Materials or any part thereof nor cause the same to be copied or reproduced except as directed by the Owner in writing as per the terms of this Agreement.
- c. EscrowTech India shall ensure that its

- employees observe the provisions of this section.
- d. The obligations of this section shall survive termination of this Software Escrow Agreement.
- e. EscrowTech India shall regard, preserve and keep as secret and confidential all the Deposit Materials deposited under this Software Escrow Agreement. In maintaining confidentiality hereunder the EscrowTech India agrees and warrants that it shall not , either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the Owner:
- i) disclose, transmit, reproduce or make available the Deposit Material or any part thereof to the Beneficiary prior to the occurrence/happening of any of the events listed the Release Conditions of this Agreement or Exhibit B;
- ii) disclose, transmit, reproduce or make available the Deposit Material or any part thereof to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of holding, preserving, safe custody and security of the Deposit Materials;
- iii) Shall protect the confidentiality of the Deposit Materials in a manner consistent with the nature of Deposit Material and such degree of care shall be atleast that which is reasonably calculated to prevent such inadvertent disclosure;
- iv) Keep the Deposit Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- v) bind each of its directors, partners, advisers, agents or employees so involved to hold, preserve and protect the Deposit Materials in the manner prescribed in this Software Escrow Agreement;
- vi) If EscrowTech India receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, EscrowTech India will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Owner and/or Beneficiary to challenge any such order; provided, however, that EscrowTech India does not waive its rights to present its position with respect to any such order. EscrowTech India will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 31 below.
22. ***Uncertainty with regard to Release of the Deposit Material.*** Notwithstanding anything in this Agreement to the contrary, if EscrowTech India is uncertain as to any duty with respect to release of the Deposit Material under the circumstances and in a manner as specified in this Agreement, EscrowTech India may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 17 or a court order.
23. ***Reliance.*** EscrowTech India shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech India to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 17 or any court order to the extent same is in compliance with the terms of this Agreement.
24. **- Intentionally left blank**
25. ***Disclaimer.*** **EXCEPT AS PROVIDED HEREIN ESCROWTECH INDIA MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH INDIA.**

EACH PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT, AS OF THE EFFECTIVE DATE OF THIS AGREEMENT:

(A) THEY ARE DULY INCORPORATED (OR IS ANY OTHER FORM OF LEGALLY RECOGNIZED ENTITY), VALIDLY EXISTING AND IS IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION IN WHICH IT IS INCORPORATED, AND IS DULY QUALIFIED AND IN GOOD STANDING IN EACH OTHER JURISDICTION WHERE THE FAILURE TO BE SO QUALIFIED AND IN GOOD STANDING WOULD HAVE AN ADVERSE EFFECT ON ITS BUSINESS, ACTIVITIES, ABILITY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK OR COMPLIANCE WITH ANY OF ITS PROMISES, REPRESENTATIONS AND WARRANTIES HEREUNDER.

(B) THEY HAVE ALL NECESSARY CORPORATE POWER AND AUTHORITY TO OWN, LEASE AND OPERATE ITS ASSETS AND TO CARRY ON ITS BUSINESS AS PRESENTLY CONDUCTED AND AS IT WILL BE CONDUCTED PURSUANT TO THIS AGREEMENT AND ANY STATEMENT OF WORK.

(C) THEY HAVE ALL NECESSARY CORPORATE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND EACH STATEMENT OF WORK AND TO PERFORM ITS OBLIGATIONS HEREUNDER AND THEREUNDER, AND THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND EACH STATEMENT OF WORK AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY HAVE BEEN DULY AUTHORIZED BY ALL NECESSARY CORPORATE ACTIONS.

(D) ESCROW TECH HEREBY WARRANTS THAT IT HAS ABILITY, EXPERIENCE AND SKILL IN PROTECTING AND SAFE-

KEEPING SOURCE CODE MATERIAL AS AN ESCROW AGENT DEPOSITED UNDER THIS AGREEMENT BY THE OWNER FOR THE BENEFIT OF THE BENEFICIARY. ESCROW TECH ALSO WARRANTS THAT IT SHALL PROTECT THE DEPOSIT MATERIAL DILIGENTLY AND IN ACCORDANCE WITH HIGHEST INTERNAL INDUSTRY STANDARDS AND SHALL PROVIDE PROMPT INTIMATION OF DEPOSIT OF DEPOSIT MATERIAL AND THE PASSWORD UPDATES. ANY AND ALL SERVICES PROVIDED HEREUNDER BY ESCROWTECH INDIA SHALL BE PROVIDED IN A WORKMANLIKE MANNER.

26. *Limitation on Liability.* FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH INDIA'S AGGREGATE LIABILITY TO OWNER AND BENEFICIARY SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH INDIA UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NOTHING HEREIN SHALL BE APPLICABLE TO (I) LOSS OR DAMAGES CAUSED DUE TO BREACH OF INTELLECTUAL PROPERTY RIGHTS OF ANY PARTY AND/OR BREACH OF CONFIDENTIALITY OBLIGATIONS; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) LOSS OR DAMAGE CAUSED DUE TO FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

27. **Interpretation.** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.
28. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech India, Owner and Beneficiary with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. Neither Party shall have any implied duties or obligations hereof.
29. **Force Majeure.** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, acts of God, or acts of any governmental authority or agency thereof.
30. **Governing Law.** This Agreement is made and entered into in Chennai, Tamilnadu, India. This Agreement, the Escrow and the relationship of EscrowTech India with Owner and Beneficiary shall be governed and construed under and in accordance with the laws of the Republic of India without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech India and Owner or between EscrowTech India and Beneficiary, such litigation or arbitration shall be conducted exclusively in Chennai, Tamilnadu, India, and the Parties hereby agree and submit to such jurisdiction and venue.
31. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its then-current address and telephone and fax numbers.
32. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.
33. **Audit Rights:** The Owner and Beneficiary reserve the right to audit EscrowTech India's activities with regard to the Deposit Material no more than once annually at the expense of the Party requesting such audit ("Requesting Party"), provided such audit shall be conducted in the express presence of the authorized representative of the Beneficiary and the Owner or with the express written consent of the Beneficiary and the Owner, in the absence of such authorized representative. The Requesting Party shall schedule any audit at least fifteen (15) days in advance. Any such audit shall be conducted during regular business hours at EscrowTech India's facilities and shall not unreasonably interfere with the EscrowTech India's business activities. Each such audit request will be charged as set out in the Fee Schedule in Exhibit D, to be paid by the Requesting Party.
34. **Assignment.** Neither party can assign this agreement or any rights or obligations under this Agreement without the written consent of other parties, which shall not be unreasonably withheld or delayed. The assigning Party must give notice thereof to

the other affected Parties and must deliver to such other affected Parties a copy of the successor's written agreement to accept this Agreement and to assume the assigning Party's position under this Agreement.

35. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

Agreed to and accepted by:

Successful Bidder (“Owner”)

By (signature): _____

Name (print): _____

Title: _____

Email: _____

State Bank of India (“Beneficiary”)

By (signature): _____

Name (print):

Title:

Email:

EscrowTech India Pvt. Ltd. (“EscrowTech India”)

By (signature) : _____

Name :

Title :

Email :

EXHIBIT A

1. LICENSE AGREEMENT

Owner and Beneficiary have entered into one or more other agreements identified below:

License Agreement dated ____

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

2. SOFTWARE

The following "Software" is licensed or provided by Owner to Beneficiary under their Software License Agreement.

Name of "Software":

3. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech India the following "Deposit Materials" to be held in the Escrow:

Source code for <Name of Software>

4. UPDATES

If Beneficiary is entitled to receive under the Software License Agreement any new version of, update to, or replacement for the Software, Owner shall update the Escrow by delivering to EscrowTech India the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). EscrowTech India shall inform the beneficiary upon receipt of Updates.

EXHIBIT B

RELEASE CONDITION

The “Release Condition” shall be deemed to have occurred in the event of any of the following:

During the validity and effectiveness of both the Software Support & Maintenance Agreement and Software License Agreement:

1. Owner is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course, or files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against the Owner which is not dismissed within 60 days thereafter; or
2. Owner files a voluntary petition in bankruptcy or insolvency.
3. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner’s Software maintenance obligations or obligations mentioned in the License Agreement; or
4. Owner has admitted in writing its inability to honour, due to reasons attributable to itself, its obligations under the Software Maintenance and Support Agreement or obligations mentioned in the License Agreement in respect of the Deposit Material; or
5. Owner dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so.
6. “During the Term of the AMC, if the Beneficiary decides to terminate the AMC for the reason of non-performance or inability of Owner to perform the services contemplated under the AMC (“Material Breach”), the Beneficiary shall serve a written notice of 90 working days regarding such Material Breach. In case Owner fails to cure such Material breach or fails to respond, the same shall be deemed to be a fulfillment release condition for release of source code to the Licensee.”

PERMITTED USE

In the event that the Deposit Materials are released to Beneficiary in accordance with the release conditions mentioned above, the following shall apply:

- a. Beneficiary shall only use the Deposit Materials to maintain or correct the Software to allow proper use thereof. The maintained Software may only be used in accordance with the Software License Agreement. The Beneficiary shall not be entitled to do or cause to be done any act, which is prejudicial to the Owner's rights in/to the Software or any other commercial interests therein.
- b. Any release of the Deposit Materials shall not affect the term, validity or the enforceability of the Software License Agreement and shall immediately release and relieve the Owner of all its obligations under the Software Maintenance & Support Agreement.
- c. Beneficiary shall not disclose or handover the Deposit Materials to any third party and shall always keep the Deposit Materials confidential.
- d. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary and upon the termination of the Software License agreement Beneficiary shall not be entitled to retain the source code of the Software and shall declare and certify that the Beneficiary has destroyed all copies (if retained) of source code of the Software.

TERMINATION OF ESCROW – TERMINATION CONDITIONS

(see Section 12 of the Software Escrow Agreement)

In addition to other grounds for termination under Section 14 or 15, the Escrow will terminate if any of the following termination conditions is satisfied:

- a. The License Agreement terminates; or
- b. The License terminates; or
- c. Owner's obligations to provide maintenance and support services to Beneficiary for the Software have ended; or

Exhibit C

Undertaking

This undertaking is given under the terms of Clause 9 of the Escrow Agreement dated the ___ day of _____ and made between the Owner of the first part, EscrowTech India of the second part and the Beneficiary of the third part:

1. Definitions contained in the Escrow Agreement will apply to this undertaking.
2. In consideration of EscrowTech India delivering to the Beneficiary the Deposit Material, the Beneficiary hereby undertakes with EscrowTech India and with the Owner:
 - a. to use the Deposit Material only for the purpose of correcting or maintaining the software applications exclusively on behalf of the Beneficiary;
 - b. only to disclose the Deposit Material to those of its employees who need to know the same in order to correct or maintain the software applications exclusively on behalf of the Beneficiary;
 - c. to require such persons requiring access to the Deposit Material to enter into a confidentiality undertaking with EscrowTech India for the benefit of the EscrowTech India. The Beneficiary shall enter into confidentiality and source code usage agreement with the Owner in such form as the Owner shall reasonably require;
 - d. to hold all media containing the Deposit Material in a safe or strong room when not in use;
 - e. forthwith to destroy or return to the Owner the Deposit Material should it cease to be entitled to use of the software applications under the Software License Agreement;
 - f. to use and permit the use of the Deposit Material by its employees only in accordance with the Software License Agreement or the Software Maintenance Agreement and to be fully responsible for any breach of this undertaking; and
 - g. not to authorise any third party to carry out any action in respect of the Deposit Material which is prescribed in this undertaking.

EXHIBIT D

Fee Schedule⁵

Basic Fees: **Amount:** **Payable by:**

Annual Fee

Other Fees (if ever applicable): **Amount:** **Payable by:**

Excess Update Fee⁶
(for excess Updates only)

Release Fee

Excess Storage Charge
(only if more than 530 cubic inch of space required)

Audit Fees

File Listing Fee

Please note: Escrow one time set-up fee Rs.10, 000/-.
Service Tax as applicable is not included in the above.

⁵ These fees are fixed for the first three years of this Agreement. Thereafter, these fees are subject to 15% increase by EscrowTech India upon written notice. In addition payments not made within 45 days of the date of the invoice are subject to a 5% late fee plus interest at the rate of 1.5% per month (but not exceeding any rate or amount prohibited by applicable law) until paid in full. In the event that a fee or payment under this Agreement is owed by a party to EscrowTech India, but not paid, then the other party must pay such fee or payment to EscrowTech India.

⁶ Four Updates per contract year are included at no charge. The Excess Update Fee is for Updates in excess of four per contract year. Unused Updates are not credited to and may not be used in subsequent years.



EXHIBIT E

Additional Contacts for Owner

General Counsel Contact

Name:
Email address:
Address Line 1:
Address Line 2:
City:
State:
Country:
Telephone:
Fax:

Billing Contact

Name:
Email address:
Address Line 1:
Address Line 2:
City:
State:
Country:
Telephone:
Fax:

PO Requisition

Name:
Email address:
Address Line 1:
Address Line 2:
City:
State:
Country:
Telephone:
Fax:



EXHIBIT F

Additional Contacts for Beneficiary

General Counsel Contact

Name:
Email address:
Address Line 1:
Address Line 2:
City:
State:
Country:
Telephone:
Fax:

Billing Contact

Name:
Email address:
Address Line 1:
Address Line 2:
City:
State:
Country:
Telephone:
Fax:

PO Requisition

Name:
Email address:
Address Line 1:
Address Line 2:
City:
State:
Country:
Telephone:
Fax:

ANNEXURE-I

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Mumbai

between:

STATE BANK OF INDIA constituted under the SBI Act, 1955 having its Corporate Centre at STATE BANK BHAWAN, NARIMAN POINT, MUMBAI (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

_____ 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. 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 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 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; 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 own employees and other persons and then only to those employees and persons 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 its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.
- (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 prior to such disclosure and shall comply with any applicable protective order or equivalent. The

intended recipients for this purpose are:

- (1) the statutory auditors of the Customer and
 - (2) regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) 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.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

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

- c. Financial liability for actual, consequential or incidental damages
- d. 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 property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (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.
- (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) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

- (a) 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 feed-back 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 In- formation of other party.

Dated this _____ day of _____ 202__ at _____ (month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

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_____ **XXXXX** _____

Appendix-L

NON-DISCLOSURE AGREEMENT

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its IT-ATM 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 6 (six) years thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party.



The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ (Month) 20__ at _____ (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Appendix-M

Pre-Bid Query Format

(To be provided in Excel format)

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Appendix-N

Format for Submission of Client References

To whosoever it may concern

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

signatory

Name & Signature of authorised

Seal of Company

Appendix-O

PRE CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____ 2022 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its IT-ATM Department at Global IT Center at CBD Belapur, 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

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

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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

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

1. Commitments of the BUYER

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

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any

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

- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

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

4. Earnest Money (Security Deposit)

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is

later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same- without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

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

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

6. Fall Clause

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

7. Independent Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

Dr. Parvez Hayat
IPS (Retd.)

phayatips@gmail.com

Ms. Minnie Mathew
IAS (Retd.)

Minniathew635@gmail.com

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
8. **Facilitation of Investigation**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
9. **Law and Place of Jurisdiction**
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

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

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 6 (six) years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

12. The parties hereby sign this Integrity Pact at _____ on _____

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

For BIDDER
Chief Executive Officer/
Authorised Signatory
Designation

Witness
1
2

Witness
1.
2.

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

Appendix-P

FORMAT FOR EMD BANK GUARANTEE

To:
Deputy General Manager,
IT-ATM Department,
State Bank of India,
GITC, CBD Belapur

**EMD BANK GUARANTEE FOR
Debit Card Management System To State Bank Of India to meet such requirement
and provide such software solution/ services as are set out in the RFP No.
SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to develop, implement and support Debit Card Management System as are set out in the Request for Proposal SBI/GITC/IT-ATM/2022-23/890 dated 01/10/2022.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.50,00,000/-(Rupees Fifty Lakh only) as Earnest Money Deposit.
3. M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. 50,00,000/-(Rupees Fifty Lakh only)
4. NOW THIS GUARANTEE WITNESSETH THAT
We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. 50,00,000/-(Rupees Fifty Lakh only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. 50,00,000/-(Rupees Fifty Lakh only).
5. We also agree to undertake to and confirm that the sum not exceeding Rs. 50,00,000/-(Rupees Fifty Lakh only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the

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

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. 50,00,000/- (Rupees Fifty Lakh only).
- b) Our liability under these presents shall not exceed the sum of Rs. 50,00,000/- (Rupees Fifty Lakh only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before ____ (date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.



Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

Authorized official of the bank

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

Appendix-Q

Hardware and Software Requirements of Proposed Solution

1. For cloud ready application:

A. No. of Web Servers Proposed:

Sr. No.	Item	Configuration / Details	Remarks
I.	CPU		
II.	RAM		
III.	Hard disk / storage		
IV.	OS		

B. No. of Application Servers Proposed:

Sr. No.	Item	Configuration / Details	Remarks
I.	CPU		
II.	RAM		
III.	Hard disk / storage		
IV.	OS		

C. No. of HSMs Proposed:

Sr. No.	HSM Make / Model	Configuration / Details	Remarks
I.			
II.			
III.			
IV.			

D. No. of Load Balancers Proposed:

Sr. No.	Configuration / Details	Remarks
I.		
II.		
III.		
IV.		

E. Details of Software Required:

Sr. No.	Application / Tool name	Details	Remarks
I.			
II.			
III.			
IV.			

F. Any other hardware required:

Sr. No.	Name of the devices	Qty	Details	Remarks
I.				
II.				
III.				
IV.	Please add more rows if required			

The proposed application which will be hosted on Bank's existing Private Cloud on VMware (Meghdoot) should comply the following:

- A. The application must be compatible with the existing virtualized x86 platform running on VMware vSphere 6.x, 7.x.
- B. The virtual machines used to install the applications must be secured using micro-segmentation using SBI's existing SDN solution i.e. VMware NSX. The solution provider must provide all the details required to configure micro-segmentation rules.
- C. The application must use the existing software load balancer deployed in SBI's existing private cloud using VMware NSX.
- D. The application must use the exiting DR solution available in SBI's Private Cloud i.e. host based replication solution using vSphere Replication and DR orchestration using VMware Site Recovery Manager for automated failover and failback.

2. For cloud native application:

Application should support the following modernization requirements:

- A. The solution should support development of the application using the existing VMware Tanzu available with on SBI Private Cloud and must have the capability to run both stateful and stateless applications.
- B. The application should be compatible to be deployed on SBI's existing VMware Tanzu Kubernetes Grid platform and must support the cloud native applications that are able to take full advantage of the scalable, elastic, and distributed capabilities of SBI's existing private cloud infrastructure. The containers should be created by the using Tanzu Build Service automatically using source code and deploy applications faster.
- C. The solution should support SBI's existing Software Defined Network solution using VMware NSX which is available in SBI's Private Cloud platform and should support an integrated networking solution (CNI implementations) as well as support advance container networking services at Layer 2 to 7 such as DNAT/SNAT, DHCP, Load Balancers (L4 and L7) and firewall in addition to switching and routing (North-South and East-West).
- D. The application platform (monolith, containers, microservices) should be able to integrate with SBI's existing log analytics solution deployed in the private cloud i.e. VMware Log Insight.
- E. The solution should support multiple Kubernetes Clusters to support multiple teams, projects or environments or compliance requirements such as PCI-DSS using Banks existing VMware Tanzu Kubernetes Grid platform deployed in SBI's private cloud setup.
- F. Following the list of Tanzu Products available at Meghdoot to enable App-Modernisation:

Category	Components
Application Development	Spring Runtime (This includes support of Spring Framework, Open JDK and Tomcat) VMware Spring Runtime VMware Tanzu
Curated OS Image Catalogue	VMware Application Catalogue
Database	VMware Tanzu SQL
Code to Container	VMware Tanzu Build Service
Observability	VMware Tanzu Observability
Platform Operations	VMware Tanzu Mission Control Advanced
Service Mesh	VMware Tanzu Service Mesh Advanced
L4 & L7 Load Balancer & Ingress Controller	NSX Advanced Load Balancer Enterprise (Avi)
Container Networking	VMware Container Networking with Antrea
Enterprise Kubernetes	VMware Tanzu Kubernetes Grid
Container Registry	Harbor
Platform Monitoring	Grafana, Prometheus
Caching	VMware Tanzu Gemfire
Message Broker	VMware Tanzu RabbitMQ

G. Successful bidder must provide all details required for sizing.

Appendix-R

Scoring Criteria

The Bidder should describe how their solution will meet the required parameters and provide details thereof on the following lines:

STATUS (CAPABILITY)	Short form	Marks
Available as a standard product included in the offer	A	Full Marks
Will be developed /customized	C	Half Marks
Not supported	N	Zero Marks

Requirements are classified into below categories:

Symbol	Category
Y	Mandatory, application must provide the functionality out-of-box or customize them for no extra cost to the Bank.
P	Preferable, prefer to have features of the application.

Note: Response of N under “Status” for any point under “Category” ‘Y’ will lead to automatic disqualification of the bidder.

S. No.	Parameters	Category (Y/P)	Marks	Status (A/C/N)	Map module where details/documents are given in bid response
1.	The application setup including hardware provisions must be able to handle issuance of minimum 6 Lakh cards per day and scalable to handle a surge of up to 10 Lakh cards per day.	Y	2		
2.	The application should be able to process PIN requests of minimum 3 Lakh per day.	Y	2		
3.	The application should be able to perform other support functions (Linking, delinking, unblocking etc.) of minimum 3 Lakh per day	Y	2		
4.	The application should support auto file movement / processing for all activities available in application through scheduler without any manual intervention, with option to select mode of processing (auto or manual).	Y	1		
5.	The application should be capable of being interfaced with any existing system of the Bank (through ISO specifications, API, Web-services etc.).	Y	2		

S. No.	Parameters	Category (Y/P)	Marks	Status (A/C/N)	Map module where details/documents are given in bid response
6.	Application is capable of handling multi-country, multi-currency, multi-language (regional languages) implementation with a single instance.	Y	1		
7.	Access to the system should be through second factor authentication like OTP, Biometric etc. along with password to ensure that only authorized users gain access to the system. User management with all security provision (as per Bank's policy) for e.g. – Unique ID A. Single login session B. Forced password change interval C. Enforce minimum password length D. Password with number and special characters. E. New password should not match configurable number of previous passwords F. Application must be PA DSS compliant, Certificate (as per latest version / standard) should be current during the tenure of the contract.	Y	2		
8.	Application must support industry standard HTTPS security for all web access components and latest prevalent SSL (TLS 1.2) standards.	Y	2		
9.	Application must support user rights – The user rights on the system should be definable so that a user can perform only assigned tasks.	Y	1		
10.	The application must encrypt any critical information like passwords, keys etc. stored in the system.	Y	1		
11.	The application must support redaction of any sensitive information such as Customer PII, User PII etc.	Y	1		
12.	The application must support Secure Session Management i.e. automatic log out after configurable idle time, account locking after configurable number of failed access attempts etc.	Y	1		
13.	The application should support data encryption / decryption, and source authentication.	Y	1		
14.	The application must generate audit trails at all levels / activities with easy to use storage, retrieval, display and print of audit logs based on various parameters.	Y	1		

S. No.	Parameters	Category (Y/P)	Marks	Status (A/C/N)	Map module where details/documents are given in bid response
15.	The application should have Key Management module for payment keys, TLS keys, encryption keys etc.	Y	2		
16.	<p>Application must have provisions to process Core Files (card request files both personalized, non-personalized, and welcome-kit) as one of the input source. Application to perform QC on core files received from any source. (QC is Quality check on Card request file received from CBS. QC parameter will be shared by the Bank. Application to Approve, Reject or Hold records as per the Parameters.)</p> <p>Following functionalities are required.</p> <ul style="list-style-type: none"> A. Email to Card requesting branch for rejected records with reason of rejection in QC. B. Email to Card requesting branch with details of records approved in QC C. Email to card vendors with MIS of approved records. D. Process approved records for generation of PAN, EMBOSSA, PIN and CAF through Automated process / scheduler with option to select between automatic or manual mode of processing. E. The application should provide module to configure rules for Quality Checking. 	Y	2		
17.	<p>Application must have capability to handle card requests uploaded by Branches / Processing Centre or other offices with provision to</p> <ul style="list-style-type: none"> A. Upload / select background image for Card requested. B. Select / add multiple accounts under same CIF at the time of Card request. C. Set POS, ATM or other limits for requested card. D. Aadhar Number/ any other detail as Fourth line data. E. Upload Customer photo to be printed on Card. (For Photo Debit Cards). 	P	2		
18.	The application must support Foreign Offices related functionalities such as geo-location, out of zone, offline PIN, manage Exchange rate etc.	Y	1		
19.	All parameterization in application must be through Maker Checker Facility.	Y	1		
20.	The application should support tokenization process.	Y	1		

S. No.	Parameters	Category (Y/P)	Marks	Status (A/C/N)	Map module where details/documents are given in bid response
21.	The application to be integrated to SSO login from CORE applications with dynamic payload encryption.	Y	1		
22.	<p>Application should support generation/regeneration of EMBOSSA file</p> <ul style="list-style-type: none"> A. Country Wise B. Vendor Wise C. Branch Wise D. Product Wise E. Processing Centre indicator wise F. Circle / LHO Wise <p>(Option to generate EMBOSSA should be parameterized so that aforementioned sequences can be added or removed according to Bank's requirements.)</p>	Y	2		
23.	<p>The application should handle generation and printing of hardware based PINs in following manner.</p> <ul style="list-style-type: none"> A. Parameterized Printing of PIN <ul style="list-style-type: none"> 1) Bank Wise 2) Vendor Wise 3) Branch Wise 4) Product Wise 5) Processing Centre Indicator Wise 6) Circle / LHO Wise <p>(Option to generate PIN should be parameterized so that aforementioned sequences can be added or removed according to Bank's requirements)</p> <ul style="list-style-type: none"> B. Printing PIN in digits and words. C. Generation of Re-PIN through alternate channels. D. Generation of Green PIN. E. Support configurable length of PIN 	Y	2		
24.	System should support issuance of Magnetic stripe, EMV, NCMC, and EMV contactless cards in multiple form-factors.	Y	1		

S. No.	Parameters	Category (Y/P)	Marks	Status (A/C/N)	Map module where details/documents are given in bid response
25.	The application should support for Online A. CAF Refresh. B. Support Functions with maker checker facility for 1) Unblocking of card 2) Linking of Account with card 3) De Linking of Account from card 4) Update flags and limits of card 5) Permanent Blocking of card C. Card support functions from multiple channels such as Contact Centre, CRM, SMS, INB, IVR, Mobile Banking etc.	Y	2		
26.	The application should provide report builder functionality for customized reports for printing / downloading into popular formats like .xls, .csv, .pdf etc for following purposes: A. Audit B. MIS reports (for Corp Centre/LHOs /Zonal office / RBO – parameterized) C. Bank / LHO & Card type (product) wise Details of Cards issued. D. Reconciliation of Core file for Card/PIN requests processed versus Card / PIN dispatch details received from vendor. E. For daily tracking and monitoring purpose related to card lifecycle. F. Exception reports	Y	2		
27.	The application should have provisions to store and update dispatch details of Card, PIN & Re PIN details (details like dispatch article / AWB no., dispatch date, delivery date, challan number, etc.) based on dispatch details received from card vendor or dispatch agency.	Y	1		
28.	The application must provide functionality for branches to check dispatch details, status, and history of support functions on Card.	Y	1		
29.	The application should have provision for automated upload of TLF and PTLF from Base 24 switch. Following information should be available in DCMS system A. First Use date. B. Last transaction date. C. Details of ATM & POS transactions. D. Other details from TLF / PTLF. E. Activation details of card from Switch	P	2		

S. No.	Parameters	Category (Y/P)	Marks	Status (A/C/N)	Map module where details/documents are given in bid response
30.	The application should provide functionality to send multi-channel alert (e.g. SMS, E-mail etc.) to Customers for various activities like: A. Card dispatch details B. PIN dispatch details. C. Re PIN dispatch details. D. Card blocking confirmation E. Unblocking confirmation F. A/c Linking confirmation G. De-linking of A/c H. RTO dispatch I. Card renewal J. Card expiry K. Ad-hoc Activities	Y	2		
31.	The application should provide functionality to search for customer on single or multiple inputs like account number, customer identification number, card number, mobile number, emboss name & branch code etc. for blocking of card.	P	1		
32.	The application should provide functionality for HSM management i.e. high availability and load-balancing at HSM.	P	2		
33.	The application should provide module to configure ratios for daily data allocation to perso-vendor.	Y	1		
34.	The application should provide Sandbox environment.	P	2		
35.	The application must provide functionality for issuance of virtual cards.	Y	2		
36.	The application should have provision to generate EMBOSSA files for VIP cards with option for bulk issuance. (VIP cards are debit cards issued through non-regular channel of the bank to cater needs of valued customers.)	Y	1		
37.	Application should support Loyalty Rewards program. (Conditions for calculation of Cash back/ Loyalty will be provided by Bank, option to modify, add or remove these conditions without changing the code should be available)	Y	1		
38.	The application should support card personalization vendor's Billing data verification as per respective SLA (based on CARD and PIN delivery acknowledgement received from dispatch agency)	Y	1		

S. No.	Parameters	Category (Y/P)	Marks	Status (A/C/N)	Map module where details/documents are given in bid response
39.	The application should have provision for SDK / API / XML / SOA infrastructure support for easy integration with third party or external systems through API (REST as well as JSON), ISO, MQ, Web Services, File, TCP/IP etc. without major customization.	Y	1		
40.	The application should have provisions to calculate Annual Maintenance Fee / trickle feed generation for Annual maintenance fee (AMC) based on the input given by the Bank. (Conditions for calculation of AMC will be provided by Bank, option to modify, add or remove condition for calculation of AMC, without changing the code should be available.)	Y	1		
41.	The application should have provisions to calculate Cash back / Loyalty points based on the input given by Bank. (Conditions for calculation of Cash back/ Loyalty will be provided by Bank, option to modify, add or remove these conditions without changing the code should be available)	Y	1		
42.	The application should have provision to auto process renewal of cards of following types. A. Regular renewal B. Forced renewal / Incident based C. Other renewal (as per Bank's decision) D. Option to renew cards before or after expiry date should be available.	Y	1		
43.	The application should provide monitoring tools for all services.	P	2		
44.	The application should run on Oracle Database with TDE enabled. (Application should be compatible with Oracle 19 C and above).	Y	1		
45.	The application should run on industry prevalent middleware such as Weblogic.	Y	1		
46.	The application should provide the capability of load balancing.	Y	1		
47.	The application should have capability to handle minimum 100,000 concurrent connections from contact center/ Branches / other offices to access the application for various activities like support-functions, complaints / resolution of complaint, etc.	Y	1		
48.	Proposed application should be capable of handling a total card base of 120 Crore and active card base of 50 Crore.	Y	1		

S. No.	Parameters	Category (Y/P)	Marks	Status (A/C/N)	Map module where details/documents are given in bid response
49.	The application should be compatible with all commonly available browsers such as Edge, Chrome, Mozilla, Safari etc.	Y	1		
50.	The application should be cloud native.	P	2		
51.	<p>Degree of alignment of the solution being proposed with the requirements of the Bank. This would be ascertained through presentations / demonstrations / documents / visit to the customer location, management centers of the bidders</p> <p>A. Does the bidder display clear understanding in fulfilling the bank's requirements mentioned in RFP?</p> <p>B. Does the bidder demonstrate ability to deliver on all mandatory requirements beyond any doubt?</p> <p>C. Does the bidder have capabilities to support the implementation and have the implementation road-map available?</p>	Y	30		