



CORRIGENDUM-II

Dated: 05.09.2023

**REQUEST FOR PROPOSAL
FOR PROCUREMENT OF CASH MANAGEMENT SOLUTION**

Ref: SBI/GITC/CMP & SCFU/2023-24/961

dated: 03/08/2023

**CMP & SCFU Department
State Bank of India
Global IT Centre,
3rd Floor, GITC Main Building
CBD Belapur, Navi Mumbai**

S. No.	RFP Page Number	RFP Para	Existing Clause	Revised Clause
1	2	Schedule of Events – Point 8	Last date and time for Bid submission Upto 5:00 pm on 07/09/2023	Last date and time for Bid submission Upto 5:00 pm on 21/09/2023
2	3	Schedule of Events – Point 9	Date and Time of opening of Technical Bids 11:00 am on 08/09/2023	Date and Time of opening of Technical Bids 11:00 am on 22/09/2023
3	6	Schedule of Events Part-II		New Appendix added which is attached as Annexure A of this document. Appendix V Index MANUFACTURERS' (OEM) AUTHORIZATION FORM
4	26	27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT Point v	Support (Warranty/ AMC) 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.	Support (Warranty/ AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of Appendix-V of this RFP document is required to be submitted by service provider, duly endorsed by the OEM that in case service provider fails to provide the services then OEM shall provide the same at no extra cost, to the satisfaction of the bank. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.
5	48	Bidder's Eligibility Criteria – Sr. No. 4	The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 3 (three) financial years mentioned in para 3 above.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 2 (two) out of 3 (three) financial years mentioned in para 3 above.
6	48	Bidder's Eligibility Criteria – Sr. No. 5	Eligibility Criteria Proposed cash management solution of OEM should have been deployed (with at least	Eligibility Criteria Proposed cash management solution of OEM should have been deployed (with at least one

			<p>one component Payments, Collections, Mandates) in minimum 3 Scheduled Commercial Banks having at least Rs. 50,000 crore deposits in India</p> <p>Documents to be submitted Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. Work order copy with CA certificate should be submitted</p>	<p>component Payments, Collections, Mandates) in minimum 3 Scheduled Commercial Banks having at least Rs. 50,000 crore deposits in India.</p> <p>Documents to be submitted Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.</p>
7	49	Bidder's Eligibility Criteria – Sr. No. 6	<p>Eligibility Criteria System Integrator/ Authorized Partner of OEM should have experience of minimum 1 project for installation, integration, implementation and support for at least one component of proposed cash management solution of the OEM in any Scheduled Commercial Bank.</p> <p>Documents to be submitted Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. Work order copy with CA certificate should be submitted</p>	<p>Eligibility Criteria Bidder should have experience of minimum 1 project for installation, integration, implementation and support for at least one component of proposed cash management solution in any Scheduled Commercial Bank in India.</p> <p>Documents to be submitted Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.</p>
8	49	Bidder's Eligibility Criteria – Sr. No. 7	<p>Eligibility Criteria OEM or System integrator/ Authorized Partner of OEM should have experience of minimum five years in installation, integration, implementation and support involving multiple products/ solutions in IT projects like Core banking, Cash management platform, or Internet banking at</p>	<p>Eligibility Criteria Bidder should have experience of minimum five years in installation, integration, implementation and support involving multiple products/ solutions in IT projects like Core banking, or Cash management platform, or Internet banking at Scheduled Commercial Banks in India</p>

			<p>Scheduled Commercial Banks in India</p> <p>Documents to be submitted Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. Work order copy with CA certificate should be submitted</p>	<p>Documents to be submitted Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.</p>
9	60	2.5.10 Processing	<p>Payments related standard formats vis-à-vis ISO 20022, ISO 8583, SWIFT messaging / MT series formats and any messaging standards as stipulated by RBI from time to time</p>	<p>Payments related standard formats vis-à-vis ISO 20022, SWIFT messaging / MT series formats and any messaging standards as stipulated by RBI from time to time</p>
10	80	1.14 Architecture	<p>Solution should provide the flexibility for the bank to choose the database to go with for this solution such as Oracle, Postgres, MS SQL, MySQL etc.</p>	<p>Bidders are free to choose the database keeping in view the volumetric for contract period</p>
11	83	4.1 Data Migration	<p>From Migration perspective, Vendor solution should be able to work with the existing technology stack and architecture to ensure smooth migration from the legacy system to the new one. In this regard, for reference, the technology stack currently in place are as below: Front End - JSP, HTML5, AngularJs, JQuery etc. Back End - Java J2EE Spring, etc. Database - Oracle 19c API Integrations - XML/RESTFu/TCPIP Certificates: .cer, .crt etc. Private Keys: .p12, .pem format etc.</p>	<p>Vendor solution should be able to migrate the data, algorithms, keys, encryption standards, etc. from the existing technology stack and architecture to ensure smooth migration from the legacy system to the new one.</p>

12	110	BROAD SCOPE TO BE COVERED	Provide ATS and facility management support during the period of the contract (2-year warranty + 6.5 years on site support). Configuration changes, version up-gradations, performance monitoring, troubleshooting, bug fixing, patch installation and liaison with bank officials for various support issues etc. and assist bank officials in switching to DR site in case of system failure and conduct DR drills in conjunction with the Bank.	Provide ATS and facility management support during the period of the contract (2-year warranty starting from MVP 1 Go Live and subsequent 4.5 years on-site support). Configuration changes, version up-gradations, performance monitoring, troubleshooting, bug fixing, patch installation and liaison with bank officials for various support issues etc. and assist bank officials in switching to DR site in case of system failure and conduct DR drills in conjunction with the Bank.
13	113	BROAD SCOPE TO BE COVERED Sr. No. 1 - Description of Product/Services Point No. 5	Implementation and maintenance of setup at Primary and DR sites, Operations Centre along with UAT setup. Clearance of solution architecture from Bank E&TA Dept.	Implementation and maintenance of Production setups at Primary and DR sites, along with Test Environments setup. Clearance of solution architecture from Bank's E&TA Dept.
14	114	BROAD SCOPE TO BE COVERED Sr. No. 5 - Warranty Term	Comprehensive warranty / AMC from the OEM for all the components of the Software should be available for the entire contract period at the bidder's own cost.	Comprehensive warranty for Software Solution for Two (2) years from the MVP 1 go live date. Comprehensive annual maintenance/ATS/S&S for Software Solution for 4.5 years, including annual renewal cost, if any, after the end of comprehensive warranty.
15	115	BROAD SCOPE TO BE COVERED Sr. No. 8 – Help Desk Requirements	Service Provider should provide adequate onsite resources 24 * 7 * 365/(366) in the Bank's premises at GITC Mumbai. The onsite resources can also be required to be deployed at Hyderabad and/ or any other location in India as suggested by the Bank. The resources must be proficient in OS, Database, Middleware, Network and any Monitoring Tool like Dynatrace. Further, the	Service Provider should provide adequate onsite resources 24 * 7 * 365/(366) in the Bank's premises at GITC Mumbai / Navi Mumbai / Hyderabad / or any other location as per the Bank's requirement. The resources must be proficient in OS, Database, Middleware, Network and Monitoring Tool. Further, the service provider should have adequate resources at the locations to provide technical and operational support.

			service provider should have adequate resources locations to provide technical and operational support.	
16	119	Hardware Sizing Para 3	In case utilization exceeds the threshold, the cost of upgradation of the hardware will be borne by the bidder as the same will be deducted from any future payment.	In case utilization exceeds the threshold, the cost of upgradation of the hardware will be borne by the Bank, however, no additional payment will be done to the bidder for software licensing.
17	120	PRIVATE CLOUD DEPLOYMENT		Refer Annexure B of this document for Revised PRIVATE CLOUD DEPLOYMENT section
18	121	Payment Milestones – License costs	Billing and payment in intervals of six months, license cost billing to start from date of first go-live of the application. The amount quoted in price bid for license cost to be pro-rated basis, from go-live date till end of contract.	Billing and payment in intervals of six months in advance, license cost billing to start from date of MVP 1 go-live of the application. The amount quoted in price bid for license cost to be pro-rated basis, from MVP 1 go-live date till end of contract
19	122	Payment Milestones – Annual Maintenance Contract (AMC) charges	Billing and payment in intervals of six months, support cost billing to start from date of first go-live of the application. The amount quoted in price bid for AMC to be pro-rated first-year basis go-live date	Billing and payment in intervals of six months in arrears, Warranty / AMC cost billing to start from date of MVP 1 go-live of the application. The amount quoted in price bid for Warranty / AMC to be pro-rated first-year basis MVP 1 go-live date
20	122	Payment Milestones – Onsite Technical Support charges	Billing and payment to be made monthly in arrears, support cost billing to start from date of first go-live of the application. The amount quoted in price bid for support charges to be pro-rated first-year basis go-live date.	Billing and payment to be made monthly in arrears, support cost billing to start from date of MVP 1 go-live of the application. The amount quoted in price bid for support charges to be pro-rated first-year basis MVP 1 go-live date.
21	124	Appendix F – Price Bid		Refer Annexure C of this document for Revised Appendix F – Price Bid
22	133	Appendix-J SLA & PENALTIES		Refer Annexure D of this document for revised Appendix-J SLA & PENALTIES
23	148	Appendix-K Service Level Agreement		Refer Annexure E of this document for revised Appendix-K Service Level Agreement

24	165	INTELLECTUAL PROPERTY RIGHTS 12.6	Service provider hereby grants the Bank a fully paid-up, irrevocable, unlimited, perpetual, exclusive license throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.	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.
25	193	ANNEXURE G Transition & Knowledge Transfer Plan		Refer Annexure F of this document for revised Appendix – G Transition & Knowledge Transfer Plan
26	225	Appendix – Q Detailed Technical Scoring Model Sr. No. 4	Reference checks feedback (3 reference checks will be considered for evaluation)	Reference checks feedback (3 reference in India will be considered for evaluation)
27	229	Appendix – S Bill of Material	Existing BOM stands deleted	Refer Annexure G of this document for revised Appendix – S Bill of Material

Annexure A

Appendix- H

MANUFACTURERS' (OEM) AUTHORIZATION FORM

No.

Date:

To:

(Name and address of Procuring Office)

Dear Sir:

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

We, who are established and reputable manufacturers (OEM) / producers of _____ having factories / development facilities at _____ (address of factory / facility) do hereby authorise M/s _____ (Name and address of Authorised Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above RFP.

2. We hereby extend our full warranty for the Software Solution and Services offered by the above ABP against the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Software Solution and Services supplied by the ABP:

- (a) Such Software Solution and Services as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and
- (b) In the event of termination of production of such Software Solution and Services:
 - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Software Solution and Services, if requested.

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

5. 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 are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.

Yours faithfully,

(Name of Manufacturer (OEM) / Producer)

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

Annexure B

PRIVATE CLOUD DEPLOYMENT

Bank's recommended approach for proposed solution Infra is to utilize Meghdoot. Bank will provide a dedicated instance within x86 based Meghdoot along with VMware, vCenter, storage and Cloud capabilities required for proposed solution so that Vendor holds end to end responsibility for monitoring, managing and maintenance of this dedicated instance.

Meghdoot current state

The Bank recommends the vendor to leverage all the current and future upgrades of HW, SW & tools in Meghdoot. It is preferable that vendor to leverage other than SaaS based services /tools for proposed solution. However, the final decision in this regard will be at the Bank's Discretion.

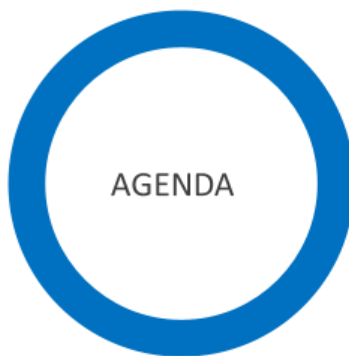
Please find below the summary of the current state components and tools used in Meghdoot.

- VMware Cloud Foundation Enterprise
 - VMware vSphere Enterprise Plus
 - VMware vRealize Suite Enterprise
 - VMware NSX-T Enterprise Plus and vRNI Enterprise Add-On
 - VMware SDDC Manager
- VMware vCenter Server Standard
- VMware AVI load balancer
- VMware Site Recovery Manager 8 Enterprise
- VMware Tanzu Advanced Subscription
- VMware Success360 Services

Tanzu components currently available include Tanzu Kubernetes Grid, Harbor VMware Application Catalogue (VAC), AVI Load Balancer, Spring Runtime, Tanzu Build Service (TBS), Tanzu Gemfire, Tanzu SQL, Tanzu RabbitMQ. Bank can also provide OpenShift container platform as an alternative to Tanzu. Please refer to copy of the detailed presentation about Meghdoot infrastructure attached below as the part of this corrigendum.

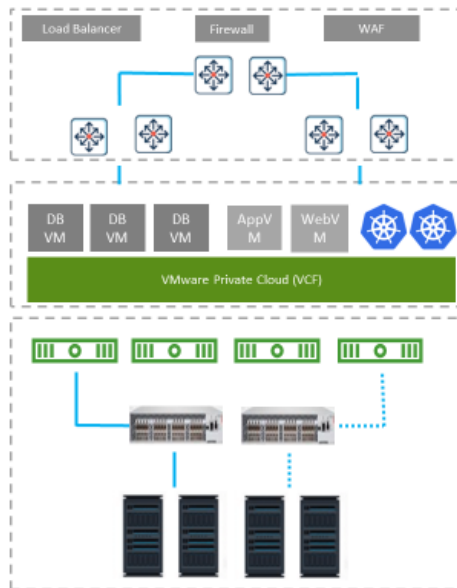
Any hardware, software, tools which may be required for enhancing the capabilities of entire Meghdoot cloud setup and not specific to any application instance shall be at the sole discretion of the Bank. The vendor will also be responsible for recommending and procuring all components on top of the virtualization layer, excluding the containerization platform (Tanzu or OpenShift) required for proposed solution. The vendor must ensure that proposed solution supports all current and future hardware, software, tools that the bank may upgrade from time to time as per recommendations of the respective Meghdoot OEMs and various stakeholders including but not limited to Information Security Department, Enterprise & Technology architecture Department (E&TA), Internal Audit Department, domestic and foreign regulators etc.

Roles and responsibilities with respect to CMP on Meghdoot Vendor will be responsible for Infrastructure management including but not limited to configuration, operations, alerting, monitoring, observability, availability, maintenance, backup and restoration, patching, VM management, container platform installation & management, supporting issue resolution with OEMs and security management as per bank's policies.



- 1 Meghdoot Logical Architecture
- 2 Components of Meghdoot
- 3 Meghdoot Capabilities
- 4 Use Cases in Meghdoot
- 5 Demo – Automation Use case

SBI Meghdoot Logical Architecture



Network and Security :

Perimeter Firewall – Multiple OEM Physical Firewall
 Distributed Firewall – Micro-Segmentation through NSX
 WAF – Physical WAF
 Load Balancer – VMware NSX Advanced Advance LB
 Core Network - Spine and Leaf Architecture

VMware Private Cloud (VCF) :

Applications ~ Financial and Non-Financial (low to extremely high TPS applications)
 VM count ~ 16000
 Enterprise Platform for VM and Kubernetes workload (Tanzu)

Physical Infrastructure :

SERVERS : 1000+ x86 Commodity Intel Servers across 2 Datacenters Config (48 Cores, 1 TB RAM)

SAN FABRIC : Enterprise SAN Fabric

STORAGE : All Flash Storage for Prod – 12 PB across 2 Datacenters

BACKUP : Enterprise Backup to HDD Disk Storage – 12 across 2 DC



VMware Solution Components in Meghdoot

VMware Tanzu	VMware Application Catalog	Trusted, pre-packaged application components that are continuously maintained and verifiably tested for use in production environments
	Tanzu Data Services	Enterprise Gemfire - In Memory caching RabbitMQ - Messaging and Streaming Service PostgreSQL and MySQL – VMware Supported OpenSource DB platform
	Tanzu Build Service	Automates container creation, management, and governance at enterprise scale.
	Harbor	Private Container Registry for SBI hosted on Tanzu Kubernetes Cluster at Meghdoot.
	Tanzu Kubernetes Grid	Enterprise Kubernetes runtime platform

Load Balancer	NSX Advanced Load Balancer (AVI)	Advanced Load Balancer for Application VMs and Container Ingress networking
VMware Cloud Foundation (VCF)	vSphere	Virtualization platform for VMs and k8s nodes
	vRealize Operations (vROPS)	Monitoring platform for Virtual and container platform
	vRealize Automation (vRA)	Automation and Orchestration platform for Virtual and container platform
	vRealize Log Insight (vRLI)	Logging platform for Virtual and k8s
	NSX	Network & Security for Virtual and Container platform
	SDDC Manager	Automated Patching and Upgrade

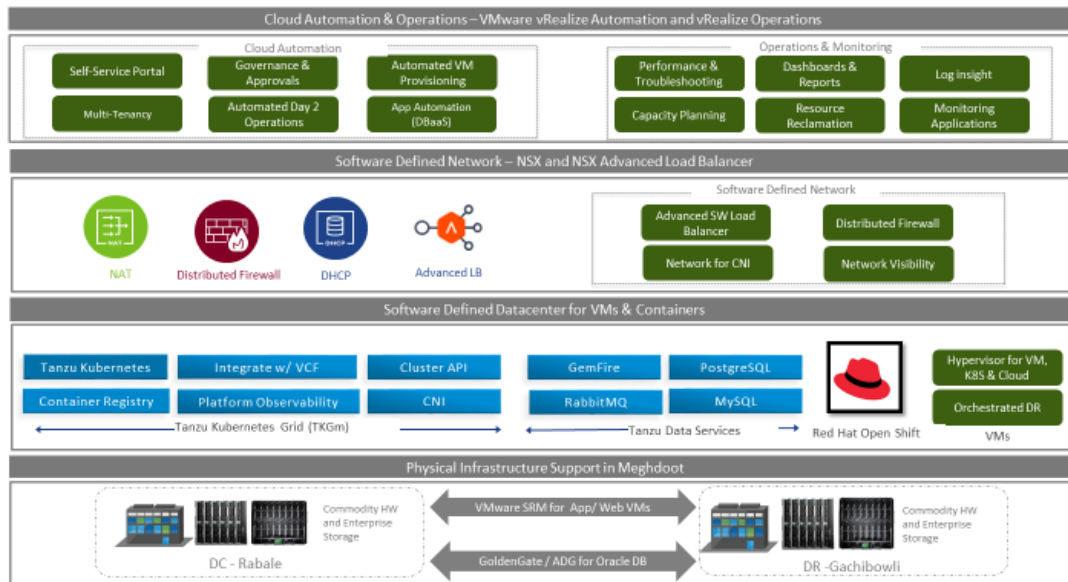


Redhat Open Shift Solution Components in Meghdoot

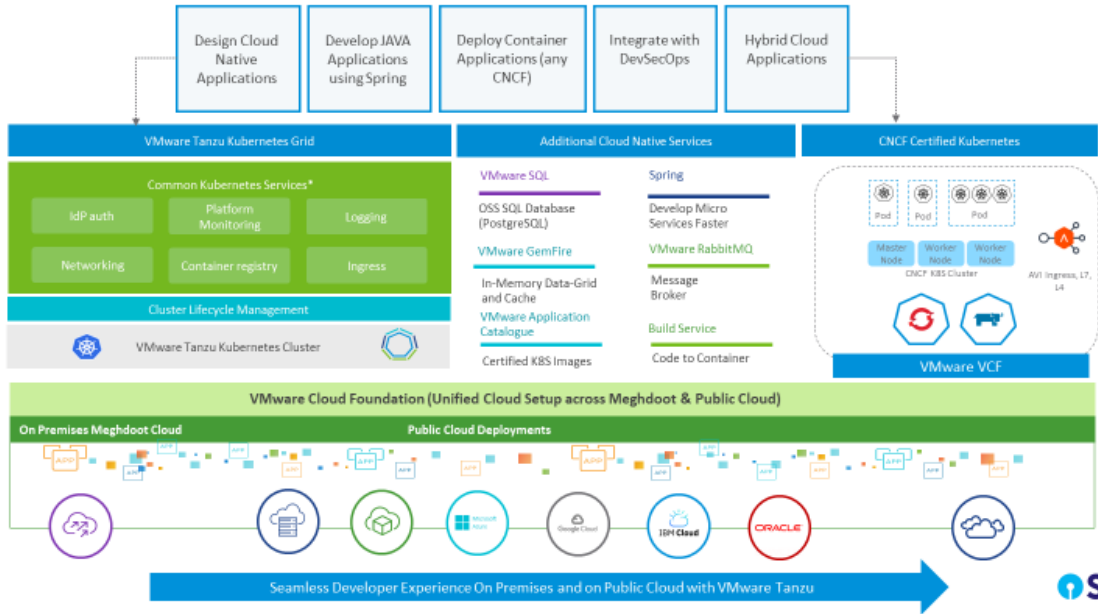
Red Hat OpenShift Platform Plus with Runtimes	OpenShift Container Platform, Service Mesh, Serverless, Tekton, Advanced Cluster Management, Advanced Cluster Security, Quay, Microservices Runtimes Catalog, OpenJDK, Data Grid, SSO.
Red Hat Integration	Microservices Integration & Orchestration, Messaging, Kafka, Interconnect, API Security
Red Hat Ansible Automation Platform	Automation Hub & Automation Mesh



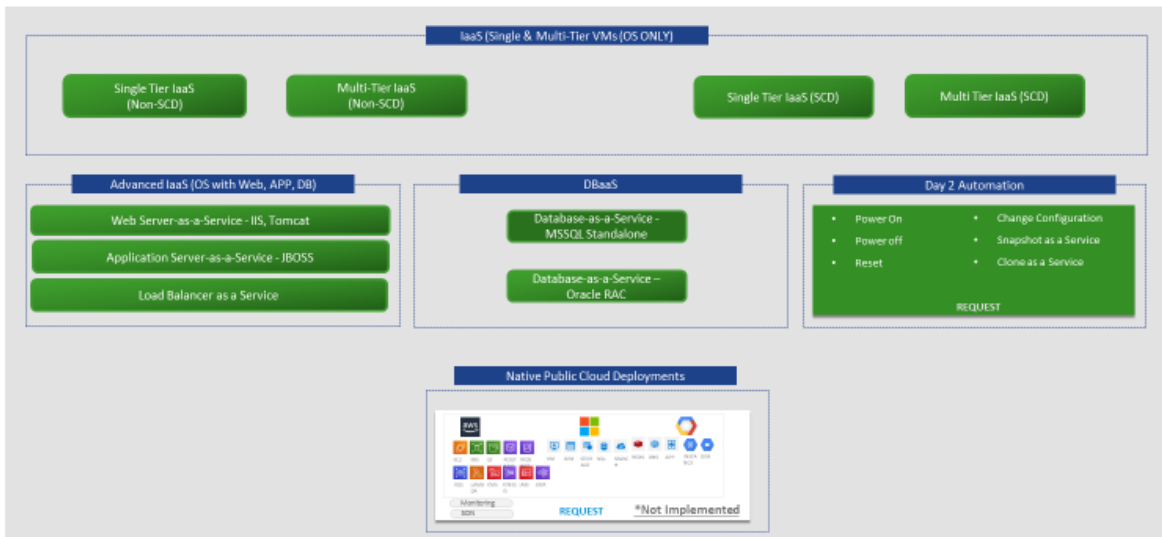
Meghdoot Capabilities deployed at SBI



Cloud Native Application Platform on Meghdoot (VMware Tanzu)



Automation at Meghdoot (vRealize Automation)



Demo - Cloud Automation Demo Multi-Machine IAAS

The screenshot displays the 'Meghdoot Private Cloud' catalog interface. The top navigation bar includes 'Catalog', 'Deployments', 'Design', 'Inbox', 'Administration', 'Infrastructure', and 'Containers'. The main content area shows a search bar and a list of three service cards, each with a 'REQUEST' button. The cards are:

- 3 TIER MACHINE**: No description, Business group: Meghdoot, Service: VM PROVISIONING.
- Platform as a Service**: No description, Business group: Meghdoot, Service: VM PROVISIONING.
- VIRTUAL MACHINE**: No description, Business group: Meghdoot, Service: VM PROVISIONING.

Additional UI elements include a 'Sort: Name (ascending)' dropdown and a search prompt: 'Search for catalog items by name or description'.



Annexure C

Appendix-F

Price Bid

The 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	Quantity /No of Resources	Rate per item/Per resource etc. (as applicable) per month	Cost per year	Total Amount in Rupees
1.	Cost of Software Solution license (Perpetual) as per specification				
2.	Installation/ Commissioning/ Implementation cost (including configuration, customization & development)				
3.	Comprehensive warranty for Software Solution mentioned in items above for Two (2) years from MVP 1 go live date.				
4.	Comprehensive annual maintenance/ATS/S&S for Software Solution mentioned above for 4.5 years, including annual renewal cost, if any, after the end of comprehensive warranty.				

	(This cost should be in the range 10% to 15% p.a. of license cost of software as quoted in S. No. 1 above)			
5.	Onsite support (30 resources required for application support and infra management) ^	L2 Support Lead (2)		
		L2 Support Member (16)		
		Infra Team Lead (1)		
		DB Admin (3)		
		OS Admin (3)		
		Middleware Admin (3)		
		Network Admin (2)		
6.	Change requests rate (per man day) ^{\$}	2000 man days per year (For 5.5 years from MVP 2 go Live)		
Total*				

* This will be the Total Cost of Ownership (TCO)/Total Project Cost.

^ Detailed Requirement defined in Technical Requirements section 11.2. The actual number of resources can have a variation of +/- 25%. 100% Infra resources required after MVP 1 Go Live, 50% Application support resources will be required on MVP-1 Go Live and 100% on MVP 2 Go Live. For any future requirements price will be as per the above quotes.

\$ The change requests will be decided by the bank from time to time. Man days requirement is 2000 man days per year. For requirement exceeding the mentioned figure of 2000 man days per year same rate will be considered.

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				

Note: Bank reserves the right to provide the licenses available with the Bank under Enterprise Unlimited Licensing agreement (EULA) to the Successful Bidder. The Successful Bidder shall be required to provide the discount (to be deducted from the invoice) for such licenses as provided by the Bank equivalent to the amount quoted for such licenses in their Price Bid.

Name & Signature of authorized signatory

Seal of Company

Annexure D

Appendix-J

SLA & PENALTIES

SLA Terms

- Bidder must ensure the Solution/support should comply the RFP/SLA terms and penalties will be imposed on breach of RFP/SLA terms as mentioned in this document.
- All SLAs are applicable on working hours as defined by the Bank, operations are tentatively to run for all days in a month, 24 hours per day. The defined hours may be modified at the sole discretion of the Bank.
- All penalties mentioned in Appendix-J (SLA & PENALTIES) will be additive but total penalty will not exceed 20% of the total project cost. All other terms and conditions of RFP for example 34. Limitation of Liability, 40. Liquidated Damages, etc are not considered in this 20% cap and shall be as per the RFP.

1. Availability SLA

SLA parameter	Measure unit	Frequency	Service level (%)	Penalty
End to End Availability	% duration in a month that the end-to-end system was functional and running as expected	Monthly	99.89 to 99.75	Rs. 1,00,000
			99.74 to 99.50	Rs. 2,00,000
			99.49 to 99.25	Rs. 3,00,000
			99.24 & 99.00	Rs. 4,00,000
			Below 99.00	Rs. 5,00,000

Downtime due to externalities out of control of the selected bidder shall not be considered in SLA computation. Such downtimes need to be aligned between the Bank and the vendor at the Contract Phase of the Project. End-to-End system availability is calculated as the total time system is available / total time system was required.

For example, if the system is to be available 25 days a month, 12 hours a day (as defined by bank working requirements) then denominator of above equation becomes $25 \times 12 = 300$ hrs. In case the system is down for 1 hr, then system availability = $(300 - 1)/300 = 99.67\%$

The vendor must provide accurate and timely reports to verify the downtimes of various systems as mentioned in respective SLAs. The vendor is also expected to report the total system availability as explained above. The details of the same will be verified by the bank.

Exclusions:

- Planned downtime,

- Problems with hardware,
- Networking issues if not attributable to the bidders fault,
- Internal and External Integrations with their solution for which the bidder has no control over,

However, if there is any reason which will be attributable to the bidder, penalty will be applicable in the above-mentioned issues. Additionally, a reason will be considered not attributable to the bidder if it is attributable to another party and the same party accepts it as attributable to it.

2. Transaction posting or handling SLA

SLA parameter	Measure unit	Frequency
The below types of postings or handlings issues (but not limited to), which results in <ul style="list-style-type: none"> • customer complaints, • posting to wrong accounts, • monetary loss to bank due to penalties or charges, • etc. 	Every such instance	Monthly

This SLA would be measured for every instance of its occurrence. Each customer complaint related to transaction posting or handling issue which is found to be true and attributed to the bidder would be considered as an instance. The penalty is applicable for every instance/occurrence of this SLA. The amount of penalty for each such incident shall cover all of the following points:

- A. The amount of the penalty that the bank has to pay to the customer/merchant/government/etc. and any losses to the bank will be recovered from the bidder.
- B. 1% of the transaction amount with a minimum of INR 5000/- and a maximum of INR 5,00,000/- would be applied.

3. Incident Management SLA

All incidents to be categorized under the Severity Class of 1/2/3 as under:

Severity class	Definition	Typical examples (non-exhaustive)
1	Most critical and urgent problems requiring immediate attention and resolution. Issues having severe impact on system, operations, security resulting in significant financial loss, potential legal/ regulatory	<ul style="list-style-type: none"> • System Outage: The application is completely unavailable, preventing users from accessing critical functionalities such as fund transfers, balance inquiries, or transaction history. • Payment Processing Failure: The application fails to process any type of payments, causing significant financial losses or delays for the bank's customers.

	violations or compromise of sensitive information.	<ul style="list-style-type: none"> Security Breach: A major security vulnerability is discovered, allowing unauthorized access to customer account information or sensitive financial data.
2	Important problems that have a moderate impact on system functionality or performance, not completely halting operations. Issues significantly disrupting normal workflows, affecting critical functionalities, or causing notable inconvenience to users.	<ul style="list-style-type: none"> Performance Degradation: The application experiences significant slowdowns or intermittent performance issues, causing delays in transaction processing or response times. Performance degradation can be considered as a factor of 10 times the performance benchmarks measured. Partial Functionality Failure: Certain features or modules stop working correctly, affecting specific operations such as cheque deposits, sweep or account reconciliation. Reporting Inaccuracies: Reports generated by the application contain incorrect or incomplete financial data, impacting the bank's ability to provide accurate statements or analytics to its customers.
3	Relatively lower-priority problems that have a minor impact on system functionality or performance. They may cause inconvenience or minor disruptions but do not critically impede normal operations or compromise important functionalities, typically having lower urgency and can be addressed within a reasonable timeframe without immediate attention.	<ul style="list-style-type: none"> User Interface (UI) Glitches: Non-critical user interface issues, such as misaligned elements or minor display inconsistencies, not significantly impacting the functionality but affect overall user experience. Non-essential Feature Malfunction: A non-core feature of the application, like a notification system experiences intermittent failures or does not work as expected. Documentation or Knowledge Base Issues: Errors or outdated information in the application's documentation, user manuals, etc.

Response and Restoration

SLA Parameter	Measurement unit	Severity class	Frequency	Response time within	Restoration time within
Main End to End System or Sub System Level restoration duration	Time taken since reporting of incident	Severity Class 1 (S1)	Monthly	15 mins	1.5 hrs
		Severity Class 2 (S2)	Monthly	15 mins	2.5 hrs
		Severity Class 3 (S3)	Monthly	15 mins	3.5 hrs

*For S1 and S2 incidents, during the time period of this restoration, if the SI is awaiting response from the platform OEM during that waiting period the SI shall also attempt and provide feasible work-around options in order to fully or partly restore services.

SLA will be calculated as follows:

In case a severity 1 incident takes place and vendor team identifies and starts working on the problem 20 mins after it has happened, response time is taken as 20 mins. If the system is then restored after 2.5 hrs then time for resolution is taken to be 2.5 hrs.

Response & Restoration	Performance slab	Penalty
Highest Response time,for any severity	>15 to 20 mins	Rs. 10,000
	>20 to 30 mins	Rs. 25,000
	> 30 mins	Rs. 50,000
Highest Restoration time,for severity 1 incidents	>1.5 hrs to 2 hrs	Rs. 1,00,000
	>2 hrs to 3 hrs	Rs. 2,00,000
	> 3 hrs	Rs. 3,00,000
Highest Restoration time,for severity 2 incidents	>2.5 hrs to 3 hrs	Rs. 1,00,000
	>3 hrs to 4.5 hrs	Rs. 2,00,000
	> 4.5 hrs	Rs. 3,00,000
Highest Restoration time,severity 3 incident	>3.5 hrs to 4.5 hrs	Rs. 1,00,000
	>4.5 hrs to 6 hrs	Rs. 2,00,000
	> 6 hrs	Rs. 3,00,000

Penalty will be calculated for each instance of the incident. Any recurrence / similar incident will be charged as under:

#	Recurrence	Penalty
1	Recurrence of 2-3	Penalty mentioned as above + 25% applicable penalty
2	Recurrence of 4-5	Penalty mentioned as above + 50% applicable penalty
3	Recurrence of 6 and above	Penalty mentioned as above + 100% applicable penalty

4. Product delivery, Customization and Change request SLA

SLA parameter	Measurement unit	Frequency	SLA	Penalty Amount
Product Delivery / Product customization / Change request completion rate	Delay in days	Monthly	For each day delay	Rs. 10,000

This SLA clause refer to all Out-of-box product delivery, product level customisations as well as change requests involving customization or configuration efforts.

The scope of the product delivery and customisations would be agreed to with the bank as part of the Contract phase of the project. The delivery timelines for the engagement involving the product delivery and customisations would be published by the bidder after approval from the bank. These may also involve the WBS (Work Breakdown Structure) of the deliverables also with timelines. These timelines would be considered for the SLA calculations.

In case of change requests, the classification of change request into minor change request will be made on a case-to-case basis. No payment will be made for these. Any major customization required above and beyond this will be agreed to separately with the bank. Major changes are those wherein the development period exceeds 5-man days and as discussed and finalized with the Bank.

In case of disagreement, the decision of the Bank on the categorization of a Change Request would be final and binding.

5. Business Continuity SLAs

SLA parameter	Measurement unit	Frequency	SLA	Penalty Amount
Switch over for BCP/DR for complete restoration of Services in Unplanned Outage/Disaster for which BCP needs to be invoked	Per Instance	Monthly	Non-achieving the RTO and RPO	Rs. 5,00,000
Switch over for BCP/DR for complete restoration of Services in Hot/Cold Tests for BCP readiness done at specified and agreed periodic Frequency	Per Instance	Monthly	Non-achieving the RTO and RPO	Rs. 5,00,000

6. Managed Services SLAs

SLA parameter	Measurement unit	Frequency	SLA	Penalty Amount
Availability of on-site support resource	Minimum availability	Daily	< 80% resources are available	Rs. 5,00,000 per day

Resource availability: No Resource will be relieved /transferred from the project without prior approval of Bank's respective department head. A penalty of INR 5,500/- per day per resource for each resource relieved from project without prior approval will be applicable.

Audit performance	Non-Closure of Audit Observations/IS related Audit/Statutory Audit/UAT Observations/Vulnerabilities Closure within timeline as per Bank's policy	Audit Observation Categorization	Delay upto 2 Days	Delay 3-5 days	Delay 6-10 days	Delay beyond 10 days
		Low	Rs.2000 per day	Rs.5000 per day	Rs.10000 per day	Rs.20000 each day
		Medium	2 times The Penalty for low	2 times The Penalty for low	2 times The Penalty for low	2 times The Penalty for low
		High	3 times The Penalty for low	3 times The Penalty for low	3 times The Penalty for low	3 times The Penalty for low
		Critical	4 times The Penalty for low	4 times The Penalty for low	4 times The Penalty for low	4 times The Penalty for low

7. Training, Knowledge Transfer and Documentation SLA

Bidder would be required to impart training and knowledge transfer ("KT") sessions to the staff of the bank. These trainings/KTs would involve (but not limited to), Product usage, Installation and Configuration. The type of trainings, KTs, schedule, coverage, etc would be finalized between Bank and the bidder during the contract phase of the project. Documentation types are already mentioned in this RFP for reference.

Delivery timelines for trainings, KTs and documentation would be as under:

Training, KT & Documentation	Performance slab	Penalty
Each day of delay from the date of delivery as agreed between Bank and the bidder.	0 days from expected date of delivery	INR 5,000/- per day

The above is applicable for each instance of training / KT session / documentation delivery delay.

Annexure E

Appendix-K

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 _____ 2023.

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 CMP Department,¹ hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

_____ ² a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, 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:

¹Name & Complete Address of the Dept.

²Name & Complete Address (REGISTERED OFFICE) of Service Provider,

WHEREAS

- A. “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for _____³, and _____⁴, and
- B. Service Provider in the business of providing _____⁵, and has agreed to supply _____ (Software) and/or providing the Services as mentioned in Request for Proposal (RFP) No. _____ dated _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

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

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the 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.

³Purpose of the Agreement

⁴Any other connected purpose or details of RFP floated by the Bank

⁵Brief mentioning of service providers experience in providing the services required by the Bank.

- 1.1.2 “Code” shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.
- 1.1.3 “Confidential Information” shall have the meaning set forth in Clause 15.
- 1.1.4 “Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.
- 1.1.5 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of Services.
- 1.1.6 “Documentation” will describe in detail and in a completely self-contained manner how the user may access and use the (name of the Software/maintenance services),⁶ such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, 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.

⁶ Name of Software

- 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. 961 dated 03.08.2023 along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.12 “Revision control procedure” shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- 1.1.13 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.14 ‘Services’ shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include the implementation services, training services and maintenance Services and other obligation of Service Provider to be provided under this Agreement.

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

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

1.2 Interpretations:

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

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

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

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

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

1.3 Commencement, Term & Change in Terms

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

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

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

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

2. SCOPE OF WORK

2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) 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 _____

3.1.3 _____

3.2 All duties and taxes (excluding⁷ _____ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4 Payments

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

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

3.5 Bank Guarantee and Penalties

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ *valid for a period of _____year(s) _____month(s)*

⁷ Please determine the applicability of the taxes.

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 schedule⁸ 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)

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

- (i) Processing and authorizing invoices
- (ii) Approval of Information
- (iii) _____

4.2 Service Provider Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement.
 - (b) Software solution provided and/or maintained by Service Provider shall be free from OWASP Top 10 vulnerabilities (latest) during the term of Agreement.
 - (c) Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
 - (d) Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.
 - (e) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
 - (f) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
 - (g) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.

(ii) Security Responsibility

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

(b) _____

5. REPRESENTATIONS & WARRANTIES

- 5.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of _____ (Term) from the date of acceptance.
- 5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies.
- 5.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).
- 5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the Bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.
- 5.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

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

the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

6. GENERAL INDEMNITY

- 6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Service Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service provider agrees to make good the loss suffered by the Bank.
- 6.2 Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to Service provider without undue delay. Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

7. CONTINGENCY PLANS

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

8. TRANSITION REQUIREMENT

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services

contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. _____ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure G.

9. LIQUIDATED DAMAGES

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

10. RELATIONSHIP BETWEEN THE PARTIES

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

11. SUB CONTRACTING

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

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 For any technology / Software / solution developed/used/supplied by Service provider for performing Services or licensing and implementing Software and solution for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified

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

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

12.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same);

(ii) any unauthorized modification or alteration of the Software by the Bank; or (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

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

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

13. INSTALLATION

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

14. INSPECTION AND AUDIT

14.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any

statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- 14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
- 14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).

15. CONFIDENTIALITY

- 15.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications,

operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- 15.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.
- 15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party

agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

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

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.
- (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

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

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

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

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

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

16. 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.

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.

16.6 All Software programs developed, program documentation, system documentation, testing methodologies along with all other information and documents (other than tools being proprietary to Service Provider) used for customized Software development shall be the exclusive property of the Bank which will not be offered to any other clients by the bidder at any time.

17. TERMINATION

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

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the RFP;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 17.1 (i) to 17.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or

remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- 17.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 17.3 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.
- 17.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
 - (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
 - (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
 - (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

- 17.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 17.6 In the event of termination of the Agreement for material breach, Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 17.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

18. DISPUTE REDRESSAL 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 12⁹ (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.

⁹ Please see Clause 12 ‘IPR Indemnification’

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

23. NOTICES

- 23.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- 23.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- 23.3 The addresses for Communications to the Parties are as under.
- (a) In the case of the Bank

(b) In case of Service Provider

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

24. GENERAL TERMS & CONDITIONS

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

24.2 PUBLICITY: Service Provider may make a reference of the Services rendered to the Bank covered under this Agreement on Service provider’s Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

24.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.

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

24.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

24.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.

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

- (i) This Agreement;
- (ii) Annexure of Agreement;
- (iii) Purchase Order No. _____ dated _____; and
- (iv) RFP Ref No. _____ dated _____;

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 AUTHORIZATION: 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:

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

2. Specifications, Performance Standards, and Functional Requirements:

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

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

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

3. Documentation:

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

4. Place of Service¹⁰

1.	_____
2.	_____

¹⁰Brief description of place of service

5. Standard Services

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

The details of services, their responsibilities and availability to be described----

1.....

2.....

6. Maintenance/ Upgrades

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

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

7. Correction of Deficiencies in Deliverables

7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance 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.

8. Service Milestones¹¹

Milestones ¹² related to in-scope services and/or components includes <Strike off whichever is not applicable>:-		
Service Category	Milestone	Duration (in months/weeks/days/hours)
Development <Strike off if not applicable>	<Brief description of milestone>	<mention the duration >
Delivery	<Brief description of milestone>	<mention the duration >
Installation	<Brief description of milestone>	<mention the duration >
Configuration	<Brief description of milestone>	<mention the duration >
User Acceptance Testing	<Brief description of milestone>	<mention the duration >
Documentation	<Brief description of milestone>	<mention the duration >
Training	<Brief description of milestone>	<mention the duration >
Live in Production	<Brief description of milestone>	<mention the duration >

9. Risk Management

¹¹ The Purpose of this clause is identify any assumption made for this agreement.

¹²Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement

- a. Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.
- b. Service Request¹³

¹³The purpose of this clause is to document the process and timeframe for responding to the service requests.

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 for shifting to <Place>DC	<.....> (requirement to be filled by the concerned dept.)/ 4 hours<strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>

(b) SLA for Recovery Point Objective

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

(c) INFRASTRUCTURE SUPPORT METRICS

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

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

ANNEXURE-C

APPLICATION DEVELOPMENT & MAINTENANCE METRIC.

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

Urgency Level	Description/Measure	Response time	Resolution time
Level 1		<i><to be filled in by the concerned dept.</i>	<i><to be filled in by the concerned dept.</i>

		<i>depending on the criticality of service></i>	<i>depending on the criticality of service></i>
Level 2		<i><to be filled in by the concerned dept. depending on the criticality of service></i>	<i><to be filled in by the concerned dept. depending on the criticality of service></i>
.....			
Level.....	To be performed on top priority	<i><to be filled in by the concerned dept. depending on the criticality of service></i>	<i><to be filled in by the concerned dept. depending on the criticality of service></i>

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

ANNEXURE-D

SERVICE DESK SUPPORT METRIC

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

	<i>applicable></i>		
	Call type level 12, <strike off which ever in not applicable>	<.....(requirement)/ call escalated by sbi service desk toservice provider's team><strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>

Report Name	Interval	Recipient	Responsible

SERVICE LEVEL REPORTING/ FREQUENCY¹⁴

<Describe the service level reporting frequency and methodology>

SERVICE REVIEW MEETING¹⁵Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

¹⁴The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

¹⁵The purpose of this section to describe the frequency of meeting and composition of service review board.

ANNEXURE-E

ESCALATION MATRICS¹⁶

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.>			

¹⁶ To ensure that the service beneficiary receives senior management attention on unresolved issues, Service Provider operates a problem escalation procedure in order that any unresolved problems are notified to Service Provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

ANNEXURE-F

PENALTY FOR NON-PERFORMANCE OF SLA

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

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

Category of defect	Service Area	Penalty
Minor		
Medium		
Major		
Critical		

PENALTY FOR NON PERFORMANCE AT HELP DESK

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

Annexure F

ANNEXURE G

Transition & Knowledge Transfer Plan

1. Introduction

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

2. Objectives

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

3. General

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

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

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

agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.

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

performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

4. Replacement SERVICE PROVIDER

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

5. Subcontractors

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

6. Transfer of Configuration Management Database

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

7. Transfer of Assets

7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

(1) a list of all Assets eligible for transfer to the Bank; and

- (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.
- 7.2 Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the “Required Assets”), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.
- 7.3 In the event that the Required Assets are not located on Bank premises:
 - (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorized 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

- 8.1 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) application architecture documentation and diagrams;
 - (b) release documentation for functional, technical and interface specifications;
 - (c) 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’);

- (d) testing framework tool and performance tool;
- (e) test director database;
- (f) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

9. Transfer of Documentation

9.1 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.

10. Transfer of Service Management Process

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) 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.

11. Transfer of Knowledge Base

11.1 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.

12. Transfer of Service Structure

12.1 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) all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;

(e) application architecture documentation/diagram and other documentation;

(f) 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.

13. Transfer of Data

13.1 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.

13.2 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.

14. Training Services on Transfer

14.1 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.

14.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

14.3 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.

14.4 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.

14.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's _____Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for _____ hours. Bank may enroll up to _____ of its staff or _____ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer

than _____ years of experience in operating _____ software system. SERVICE PROVIDER shall provide the _____ training without any additional charges.

15. Transfer Support Activities

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.

15.6 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.

15.7 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.

16. Use of Bank Premises

16.1 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.

16.2 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).

XXXXXX

Annexure G

Appendix-S

BILL OF MATERIAL

Bill of material for Software licenses (Cost of Software for project duration on-premises setup)																
S.No	Location (PR / DR / Non-Prod) (A)	Product / Solution Name and component and sub-component (B)	To be deployed where? Eg. web server / app server / DB server / middle ware / any other (pls specify) (C)	Module (D)	OEM and Company Providing security & features related Support (E)	Purpose (F)	Count (licenses) Separate table to provide for each year (G)	Type (Perpetual / Subscription) AND Rational for the licenses count (H)	Unit (I)	Total Cost (J = G*I)	Infra requirement on Meghdoot			Ratio for the number off cores , memory & storage (O)	To be deployed in which technology architecture block (P)	Pg.No. & S.No in technical bid where Technical details are mentioned (Q)
											Cores (L)	RAM (GB) (M)	SSD Storage (GB) (N)			
1	PR	ABC	To be mentioned	Integration	XYZ	API mgmt	50	To be given	Amount in commercial bid only	Amount in commercial bid only	100	200	1000	To be provided by bidder	To be provided by bidder	

2	DR	ABC	To be mentioned	Integration	XYZ	API mgmt	50	To be given			100	200	1000		To be provided by bidder	To be provided by bidder
3	Non-Prod	ABC	To be mentioned	Integration	XYZ	API mgmt	15	To be given			30	200	1000		To be provided by bidder	To be provided by bidder
						TOTAL	1000		200	200	200	1000	4000			

Note:

- Bidder to provide separate rows for each item in the scope without merging any of the any of the coloums and rows.
- The bidder should ensure that the software and the quantity of licenses / subscription provided for each software component should be sufficient to meet all the requirements as per scope of RFP. Any additional software / license / subscription requirement should be provided by the bidder without any additional cost to the Bank.
- For any software /license / subscription not deployed in the project, Bank will not be liable for any payment.
- The payment for software components and licenses which are actually deployed will be only considered as part of payment while deriving the actual cost towards software/licenses payments as part of the serial number 1 (cost of software/ licenses) of “Appendix F –Price Bid”.
- End of life and end of support for each HW, SW, service etc. provisioned for this project by the Bidder and OEMs must be after calendar year 2030.
- Bank may procure additional licenses at the unit price mentioned during the contract period and the same shall be binding on the bidders.
- Bank reserves the right to provide the licenses available with the Bank under Enterprise Unlimited Licensing agreement (EULA) to the Successful Bidder. The Successful Bidder shall be required to provide the discount (to be deducted from the invoice) for such licenses as provided by the Bank equivalent to the amount quoted for such licenses in their Price Bid.

- Non- production environments – UAT, Performance testing, Demo and PreProd environments. Production environments- PR and DR production setup