



REQUEST FOR PROPOSAL (RFP)
FOR PROCUREMENT OF SERVICES
FOR SETTING UP
TRANSFORMATION MANAGEMENT OFFICE (TMO)
AND
FOR PROVIDING SERVICES TO THE
ENTERPRISE ARCHITECTURE (EA) FUNCTION
AT STATE BANK GLOBAL IT CENTRE
CBD BELAPUR, NAVI MUMBAI

RFP No. SBI/GITC/PMD/2017-18/402
Dated: 30.06.2017

PROJECT MANAGEMENT DEPARTMENT
STATE BANK GLOBAL IT CENTRE
1ST Floor, 'A' Wing
Sector – 11 CBD Belapur
Navi Mumbai – 400 614

**Part-1**

S.No.	Index	Page No.
1	Invitation to Bid	4
2	Disclaimer	5
3	Definitions	6
4	Scope of work	6
5	Eligibility and technical criteria	6
6	Cost of Bid document	7
7	Clarifications and amendments on RFP/Pre-Bid meeting	7
8	Contents of Bid documents	8
9	Earnest Money Deposit (EMD)	9
10	Bid preparation and submission	10
11	Deadline for submission of Bids	12
12	Modification and withdrawal of Bids	13
13	Period of validity of Bids	13
14	Bid integrity	13
15	Bidding process/ opening of technical Bids	14
16	Technical Evaluation	15
17	Evaluation of price Bids and Finalization	15
18	Contacting the Bank	17
19	Award criteria	17
20	Power to vary or omit work	19
21	No waiver of Bank's rights or successful Bidder's liability	20
22	Contract amendment	20
23	Bank's right to accept any Bid and to reject any or all Bids	20
24	Performance Bank Guarantee	20
25	Services	21
26	Compliance with IS Security Policy	23
27	Right to verification	23
28	Purchase price	23
29	Right to audit	24
30	Sub-contracting	25
31	Validity of agreement	25
32	Limitation of liability	25
33	Confidentiality	26
34	Delay in vendor performance	26
35	Vendor's obligations	27
36	Technical documentation	28
37	Patent/Intellectual Property Rights	28
38	Liquidated damages	29
39	Conflict of interest	29
40	Fraud and corrupt practices	29
41	Termination for default	32
42	Force majeure	33



43	Termination for insolvency	34
44	Termination for convenience	34
45	Disputes and arbitration	34
46	Governing languages	35
47	Applicable law	35
48	Taxes and Duties	35
49	Tax deduction at sources	36
50	Tender Fee	36
51	Notices	36



1. INVITATION TO BID:

- i. **State Bank of India** herein after referred to as '**SBI/the Bank**', having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India) and branches/other offices, joint ventures and subsidiaries, other exchange companies available at various locations and managed by the Bank (collectively hereinafter referred to as **State Bank Group or 'SBG' or 'Bank'**). This Request for Proposal (RFP) has been issued by **the Bank** for procurement of services for setting up Transformation Management Office (TMO) in BOT (Build, Operate and Transfer) mode and providing services for the Enterprise Architecture (EA) function at State Bank Global IT Centre
- ii. In order to meet the Services requirements, the Bank proposes to invite tenders from eligible vendors as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this document.
- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience,



capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.



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

3. Definitions:

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

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices), its subsidiaries.
- ii. **"Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as TC1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.

4. Scope of Work:

As given in **Annexure-E** of this document.

5. Eligibility and Technical Criteria:

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



submit the documents substantiating eligibility criteria as mentioned in this RFP document.

- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Government of India (**Annexure-K**) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in the RFP, shall not be considered.

6. Cost of Bid document:

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

7. Clarification and amendments on RFP/Pre-Bid Meeting

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-J** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into



consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. Contents of Bid documents:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.



- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a **Demand Draft** or **Pay Order** or **Bank Guarantee** [on the lines of **Annexure-G**], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP which should be strictly on the lines of format placed at **Annexure-H**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-
 - a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.



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

10. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **'Technical Proposal for providing services for setting up Transformation Management Office (TMO) in a BOT (Build, Operate and Transfer) mode and providing services for Enterprise Architecture (EA) function at State Bank Global IT Centre in response to the RFP No. SBI/GITC/PMD/2017-18/402 dated 30.06.2017.'**

This envelope should contain following documents and **properly sealed:**

- (a) Bid covering letter/Bid form on the lines of **Annexure - A** on Bidder's letter head.
 - (b) Earnest Money Deposit (EMD) as specified in this document.
 - (c) A letter on Bidder's letter head: -
 - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
 - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
 - (iii) Confirming that the Bidder has quoted for all the items/Services mentioned in this RFP in their commercial Bid.
 - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-C.**
 - (d) Bidder's details as per **Annexure-D** on Bidder's letter head.
 - (e) Any deviations sought from technical criteria/specifications given in RFP.
 - (f) Audited balance sheets and profit and loss account statement for last three years
 - (g) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- ii. A second sealed envelope prominently marked as **Indicative Price Proposal for providing services for setting up Transformation Management Office (TMO) in a BOT (Build, Operate and Transfer) mode and providing services for Enterprise Architecture (EA)**



function at State Bank Global IT Centre in response to the RFP No. SBI/GITC/PMD/2017-18/402 dated 30.06.2017.

This envelope should contain only indicative price Bid strictly on the lines of Annexure-F. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

- a. The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- b. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.
- c. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
- d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- e. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- f. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- h. If deemed necessary the Bank may seek clarifications on any aspect from the Bidder. However that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.



- j. The Bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- n. The Bid document shall be spirally bound.
- o. The Bank reserves the right to reject Bids not conforming to above.
- p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- q. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- r. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

**12. Modification and Withdrawal of Bids:**

- a. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. Period of Validity of Bids:

- a. Bids shall remain valid for **180 days** from the date of notification to the successful bidder. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

14. Bid integrity:

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



Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

15. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in Toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.



16. Technical Evaluation:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services are in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attaining a minimum technical score of **70%** shall be considered qualified for commercial bid opening & evaluation.

17. Evaluation of Price Bids and Finalization:

- i. The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, will be opened. The format for quoting commercial bid set out in Annexure F. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid. Commercial bids of the other bidders shall not be opened and their Earnest Money Deposit shall be returned.
- ii. The technical scores of the bidders who qualify technical evaluation will not be disclosed to bidders.
- iii. **Bidders should provide indicative price only as there will be a Reverse Auction**
- iv. After opening of Indicative Commercial Bid, Bank will go for a Reverse Auction. All technically qualified bidders will be notified to participate in Reverse Auction process. Technically qualified bidders that choose not to participate in Reverse Auction process will be disqualified from entire evaluation process.
- v. Post Reverse Auction, bidders need to submit the revised Commercial BOM. This needs to be done within 48 (forty eight) hours of completion of Reverse Auction.
- vi. On completion of Reverse Auction process, technically qualified Bidder with the lowest Commercial Bid would be declared as **C-LOW**.



vii. The Technically Qualified Bidder with the highest technical score would be declared as **T-HIGH**.

viii. The techno-commercial score shall be calculated as follows:

$$\text{Total Score} = (T / T\text{-HIGH}) * 0.70 + (C\text{-LOW} / C) * 0.30$$

Here T is the technical score and C is the commercial score of the respective bidder.

For example: In techno commercial evaluation weightage for technical score is 70% and weightage for financial score is 30%.

Three bidders namely A, B and C participated in the bid process and their technical scores are as under:

A = 60 (sixty), B = 80 (eighty), C = 100 (hundred)

After converting them into percentile, we get

$$A = (60/100) * 100 = 60 \text{ (sixty)}$$

$$B = (80/100) * 100 = 80 \text{ (eighty)}$$

$$C = (100/100) * 100 = 100 \text{ (hundred)}$$

The quoted prices for bidders (in reverse auction) are as under:

A = INR 8000 (Eight Thousand), B = INR 9000 (Nine Thousand), C = INR 10000 (Ten Thousand)

After e-reverse auction process, the final cost quoted by the bidders converted into percentile score shall be as under:

$$A = (8000/8000) * 100 = 100 \text{ (hundred)}$$

$$B = (8000/9000) * 100 = 89 \text{ (eighty nine)}$$

$$C = (8000/10000) * 100 = 80 \text{ (eighty)}$$

As the weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under:

$$A = (60 * 0.70) + (100 * 0.30) = 72$$

$$B = (80 * 0.70) + (89 * 0.30) = 82.70$$

$$C = (100 * 0.70) + (80 * 0.30) = 94$$

Hence, bidder 'C' (getting highest combined score of 94) would be considered successful or TC1.

ix. In case of a tie of Total Score between two or more bidders, the bidder with higher technical score would be chosen as the successful bidder.

The successful/selected bidder shall be the first ranked (TC1) bidder (having the highest combined score).



- x. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of notification to the bidder regarding his selection, failing which Bank may take appropriate action.
- xi. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the vendor has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/Services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or Service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. Contacting the Bank:

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

19. Award Criteria:

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



- ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-H** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- xi. The Bank will not consider substitution of professional staff in the normal course. Where due to unavoidable reasons such as long leave, death or medical incapacity or if the professional staff has left the organisation warranting substitution, such substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant.



- xii. Any proposed substitute, by successful bidder, to a member of the Engagement Team (both TMO and EA teams) shall have equivalent or better qualifications and experience than the member sought to be substituted. In the case of substitution, successful bidder shall provide to the Bank all details relating to the proposed substitute including details relating to qualifications, experience etc. for the proposed substitution.

Bank reserves the right to accept or reject such a proposed substitute after proper vendor on boarding process i.e. interviewing, background checks etc.

- xiii. Resources provided by successful bidder shall work according to Bank's office timings and work rules i.e. 8 working hours per day on all bank working days in a month. All resources proposed as part of TMO and EA teams will be dedicated-on site (full time) resources, where dedicated-on-site means resources shall be physically present in Bank's premises. No other interpretation of the term dedicated-on-site resource is allowed.

20. Powers to Vary or Omit Work:

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



- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

21. No Waiver of Bank Rights or Successful Bidder's Liability:

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

22. Contract Amendments:

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

23. Bank's Right to Accept Any Bid and to Reject Any or All Bids:

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

24. Performance Bank Guarantee:

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-H** is



to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

- ii. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

25. Services:

- i. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc. as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- iii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ operating system /middleware etc. in case the Bank chooses not to upgrade to latest version.
- iv. Bidder shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of contract.
- v. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.
- vi. The selected Bidder shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.
- vii. During the ATS/AMC period, the Bidder will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the product or specified hardware/software to comply with parameters defined in this



RFP. The Bidder shall be responsible for all costs relating to labor, spares, maintenance (preventive and corrective), and compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.

- viii. During the support period, the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product or specified hardware/software, the Bidder shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.
- ix. ATS/ AMC, would be on-site and comprehensive in nature and must have back to back support from the OEM/Vendor. The vendor will warrant products against defects arising out of faulty design etc. during the specified support period.
- x. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of product or specified hardware/software failures
 - b. Protection of data/ configuration
 - c. Recovery/ restart facility
 - d. Backup of product or specified hardware/software / configuration
- xi. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- xii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.



- xiii. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xiv. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

26. Compliance with IS Security Policy:

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration
- iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank.
- ix. In general, confidentiality, integrity and availability must be ensured.

27. Right to Verification:

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

28. Purchase Price:

- i. Total cost of Services would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- iii. The applicable TDS will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.



- v. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. Custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

29. Right to Audit:

- i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled 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 the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider shall, whenever required by the Bank, 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. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider



(e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

30. Subcontracting:

- i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

31. Validity of Agreement:

The Agreement/ SLA will be valid for the period as specified in scope of work. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

32. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,



- c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- d) When a dispute is settled by the Court of Law in India.
- e) 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.

33. Confidentiality:

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

34. Delay in the Vendor's Performance:

- i. Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its



discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

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

35. Vendor's obligations:

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-I** of this document.
- vi. The vendor shall undertake that no member of the Engagement Team will be substituted without the prior written consent of the Bank and any proposed substitute to a member of the Engagement Team shall have equivalent or better qualifications and experience than the member sought to be substituted. All details relating to the proposed substitute to a member of the Engagement Team, including details relating to qualifications, experience etc., shall be provided to the Bank well in advance.



Bank reserves the right to accept or reject such a proposed substitute after proper vendor onboarding process i.e. interviewing, background checks etc.

- vii. The vendor resources are obliged to work according to Bank's office timings and work rules.

36. Technical Documentation:

- i. The vendor shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- ii. The Vendor shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner.

37. Patent Rights/Intellectual Property Rights:

- i. For any licensed software used by the finally selected Vendor for performing services for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.



- v. The Bank shall have absolute unqualified right title and ownership over all the deliverables, solutions and other products/services delivered by the successful bidder consequent to the completion of the project or among work done in accordance with the contract.

38. Liquidated Damages:

If the Vendor fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages **mentioned in part II (Schedule of Events, SI No 19)**. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

39. Conflict of Interest:

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

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund



or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

40. Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through



an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

- ii. Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
 - (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process



- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

41. Termination for Default:

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of **not less than 30 (thirty) days** sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b. If the vendor fails to perform any other obligation(s) under the contract; or
 - c. Laxity in adherence to standards laid down by the Bank; or
 - d. Discrepancies/deviations in the agreed processes and/or Services.; or
 - e. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
Bank will be liable to pay only for the services already provided by vendor (less any penalties / liquidated damages).
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank’s data or any other relevant



information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

- iv. During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 20)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

42. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. . For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial



considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

43. Termination for Insolvency:

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

44. Termination for Convenience:

The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

45. Disputes / Arbitration (applicable in case of successful Bidder only):

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; 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. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

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.

46. Governing Language:

The governing language shall be English.

47. Applicable Law:

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

48. Taxes and Duties:

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet (**Annexure- F**).
- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-F**



- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

49. Tax deduction at Source:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- ii. The Vendor's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

50. Tender Fee:

The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

51. Notices:

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

**Part-II****SCHEDULE OF EVENTS**

SI No	Particulars	Remarks
1	Contact details of issuing department	Deputy General Manager Project Management Department Mobile No. - +918452897599 Email Id – dgmppm.it@sbi.co.in Phone – 022-27566333
2	Bid Document Availability including changes/amendments, if any to be issued	- RFP may be downloaded from Procurement News section on Bank's website https://www.sbi.co.in from 03.07.2017 to 23.07.2017.
3	Last date for requesting clarification	Up to 5 PM on 10.07.2017. All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail
4	Pre - Bid Meeting	From 3:30 PM on 14.07.2017. Venue will be advised separately
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	On 17.07.2017
6	Last date and time for Bid submission	4 PM on 24.07.2017
7	Address for submission of Bids	Deputy General Manager Project Management Department State Bank Global IT Centre 1 st Floor, 'A' Wing Sector - 11, CBD Belapur Navi Mumbai – 400 614



8	Date and Time of opening of Technical Bids	5 PM on 24.07.2017 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.	
9	Opening of Commercial Bids	Date will be communicated to such Bidders who qualify in the Technical Bid Evaluation.	
10	Tender/Bid Participation Fee	Amount Rs.10,000.00 (Rupees Ten Thousand Only) Non-refundable by means of a DD (demand draft) or Bankers' cheque payable at Mumbai in favour of State Bank of India.	
11	Earnest Money Deposit	Rs. 10,00,000.00 (Rupees Ten Lakhs Only)	Validity period from the date of Bid opening – 6 months
12	Performance Bank Guarantee	20% of the total contract value	Valid for the entire period of contract
13	Price validity from the date of price discovery	Prices will be valid for complete contract duration of 36 months from the date when Agreement comes in force or any further extension thereof.	
14	Delivery schedule/ Timeline	Services will be delivered on a monthly basis	
15	Terms of payment	Payments will be made on quarterly arrears basis as per the number of resources engaged and will be calculated as per TC1 price quoted by TC1 bidder.	
16	Liquidated damages	A sum equivalent to 1% of the resource(s) service cost payable for the immediate following month for delay of each week or part thereof up	



		to a maximum of 10% of resource(s) service cost payable for which the resource(s) are being used.
17	Transition Penalty (Refer Part-1, point No 47 sub point no (vi)).	15% of the total contract value

**ANNEXURES**

Annexure	Index
A	Bid form (Technical Bid)
B	Bidder's Eligibility criteria
C	Technical & functional specifications
D	Bidder details
E	Scope of work
F	Indicative Commercial Bid
G	Format for Bank Guarantee as Earnest Money Deposit
H	Format for submission of Performance Bank Guarantee
I	Non-disclosure Agreement
J	Pre Bid Query Format
K	Pre-Contract Integrity Pact
L	Model Template for SLA

**ANNEXURE-A**

BID FORM (TECHNICAL BID)
[On Company's letter head]
(To be included in Technical Bid Envelope)

Date: _____

To:
< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI/GITC/PMD/2017-18/402 dated 30/06/2017

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

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-L** of this document and



the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
8. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
9. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
10. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
11. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
12. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
13. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of 2017

(Signature)

(In the capacity of)

(Name)



Duly authorized to sign Bid for and on behalf of

Seal of the company.

**Annexure-B****Bidder's Eligibility Criteria**

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

Commercial:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian firm /company/organization/LLP registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The Bidder must have an annual average turnover of minimum Rs. 100.00 Crores during each of the last 3 financial years.		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
3.	The Bidder should be a profitable organization (on the basis of Operating Profit) for at least 2 out of last 3 financial years.		Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant
4.	Bidder should have proven experience in setting up and operationalizing of TMO for banks and financial institutions of global repute and should have implemented at least one similar project for a large bank/FI (similar transformation project with purchase order of value at least Rupees 10 Crores)		Purchase order/Contract Document/Engagement Letter/Certificate of completion of the work as the documentary proof.



5.	The bidder should have organizational capability related to TMO projects (a dedicated team of more than 25 professionals in India with specialization in carrying out Transformation Management consultancy and advisory projects)		Appropriate supporting document should be attached (declaration letter from HR department confirming the same).
6.	The Bidder must have experience in diverse areas of banking domain and must have executed at least 1 large program in the area of EA setup and implementation (i.e. program with contract value Rs. 1 Crore or above) in Banking domain.		Purchase Order / Contract Document / Engagement Letter / Certificate of completion of work as the documentary proof provided the project has been running for more than 1 year.
7.	Client references and contact details (email/ landline/ mobile) of customers/clients for whom the Bidder has executed similar projects i.e. TMO set up and operations, EA set up and implementation(Start and End Date of the Project to be mentioned – duration of project should not be less than 12 months) in the last 5 years (at least one client reference is required)		Contact details of clients along with Copy of the purchase order/Certificate of completion of work/contract document/Engagement Letter (Separate documents need to be submitted for TMO projects and EA projects)
8.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes, if any are to be given on Company's letter head.
9.	The bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices/ deficiency in service by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions.		Bidder should specifically confirm on their letter head (self-declaration) in this regard.



10.	Bidder should have been in operation for minimum 5 years		Length of existence of Bidder should be mentioned.
11.	The Bidder should agree to the terms and conditions of Service Level Agreement (format placed at Annexure-L), should they become TC1 in the Techno - Commercial evaluation, to execute a contract with the Bank.		Bidder should specifically confirm on their letter head in this regard.
12.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI GITC as on the date of Bid submission.		Bidder should specifically confirm on their letter head in this regard.
13.	All Bidders are required to submit an earnest money deposit (EMD) of Rs.10,00,000.00 (Rupees Ten lakhs only) with their response to RFP.		The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of Annexure-G], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
14.	All Bidders are required to submit bid fee of Rs.10,000.00 (Rupees ten thousand only)		Non-refundable by means of a DD (demand draft) or Bankers' cheque payable at Mumbai in favour of State Bank of India.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the



Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

**Annexure-C****Technical & Functional Specifications**

Criteria for technical bid evaluation is as follows:

S. No.	Particulars	Max. Marks	Documentary evidence required
1	<p>Experience in setting up and operationalizing of TMO for banks and financial institutions of global repute in last 5 years (engagement duration should not be less than 12 months) with purchase order/contract value of at least Rs. 10 Crores or equivalent value in case of foreign currency.</p> <p>Setting up and operationalization of Program/Project Management Office, BPR will not be considered for evaluation.</p>	15	<p>Project Completion Certificate / Purchase Order / Engagement Letter /Contract Document as the documentary proof. Project completion certificate received through email is acceptable only as supplementary document to Engagement letter / Purchase Order</p> <p>(Provide project experience details as per format given in Exhibit I (A))</p>



2	<p>Experience in setting up and operationalizing of EA for banks and financial institutions of global repute in last 5 years (engagement duration should not be less than 12 months) with purchase order/contract value of at least Rs. 1 Crore or equivalent value in case of foreign currency.</p> <p>Review and Assessment of an existing EA set-up, BPR will not be considered for evaluation.</p>	15	<p>Project Completion Certificate / Purchase Order / Engagement Letter / Contract Document as the documentary proof. Project completion certificate received through email is acceptable only as supplementary document to Engagement letter / Purchase Order</p> <p>(Provide project experience details as per format given in Exhibit I (B))</p>
3	Presentation (Approach & Methodology for setting up TMO, proposed team's profile, best TMO project executed and Role and function of EA team in the Bank etc.)	40	<p>As per proposal submitted and presentation by the bidder.</p> <p>Presentation (45-50 minutes) to be given by the resource being proposed as Director TMO by bidder</p>
4	Site Visit for TMO project and EA project	30	
Total Marks		100	



Detailed Technical Evaluation Sheets

1. Evaluation of bidder's Experience in setting up and running TMO (engagement duration should not be less than 12 months) for banks and financial institutions of global repute in last 5 years (projects commenced before 01.01.2012 will not be considered) with purchase order/contract value of at least Rs. 10 Crores.

Consultancy Firm:

Consultancy Firm						
Sl No	Name of the Client firm	PO value (INR)	Marks awarded *			
			BFSI Firms		Other Firms	
			Project Commenced in last 5 years (not earlier than 01.01.2012)	Project commenced in last 3 years (not earlier than 01.01.2014)	Project Commenced in last 5 years (not earlier than 01.01.2012)	Project commenced in last 3 years (not earlier than 01.01.2014)
1		PO >= 20 Crores	7 marks	10 marks	3 marks	5 marks
		15 Crores <= PO < 20 Crores	5 marks	7 marks	2 marks	3 marks
		10 Crores <= PO < 15 Crores	3 marks	5 marks	1 mark	2 marks
2 . . .		PO >= 20 Crores	7 marks	10 marks	3 marks	5 marks
		15 Crores <= PO < 20 Crores	5 marks	7 marks	2 marks	3 marks
		10 Crores <= PO < 15 Crores	3 marks	5 marks	1 mark	2 marks
Max Marks (15)						

* Only those projects/experience credentials (setting up and running a TMO) where purchase order/contract value is at least Rs. 10 Crores will be considered out of all experience credentials submitted by the bidder (projects undertaken in last 5 years only – date of commencement of project shall not be earlier than January 1, 2012).

Client references to be submitted which can be called by the Bank as reference check – contact details to be provided (Copy of PO to be provided)

Setting up and operationalization of Program/Project Management Office, Business Process Reengineering projects will not be considered for evaluation.



2. Evaluation of the bidder's experience of conducting similar EA assignments globally or in India.

SI No	Name of the Client firm	PO value (INR)	Marks awarded *			
			BFSI Firms		Other Firms	
			Project Commenced in last 5 years (not earlier than 01.01.2012)	Project commenced in last 3 years (not earlier than 01.01.2014)	Project Commenced in last 5 years (not earlier than 01.01.2012)	Project commenced in last 3 years (not earlier than 01.01.2014)
1		PO > 5 Crores	7 marks	10 marks	3 marks	5 marks
		PO > 2 Crores and between PO =< 5 Crores	5 marks	7 marks	2 marks	3 marks
		PO >= 1 Crore and between PO =< 2 Crores	3 marks	5 marks	1 mark	2 marks
2 . . .		PO > 5 Crores	7 marks	10 marks	3 marks	5 marks
		PO > 2 Crores and between PO =< 5 Crores	5 marks	7 marks	2 marks	3 marks
		PO >= 1 Crore and between PO =< 2 Crores	3 marks	5 marks	1 mark	2 marks
Max Marks (15)						

Review and Assessment of an existing EA set-up, BPR will not be considered for evaluation.

Client references to be submitted which can be called by the Bank as reference check – contact details to be provided (Copy of PO to be provided)



3. Evaluation of Approach & Methodology (Presentation)

Evaluation to be based on proposals submitted & presentation given by bidder.

Copy of the presentation given to the Bank shall become part of the Bid submitted.

S.No	Parameter	Max Marks	Marks obtained
Slide No. 1 - 2			
1	Director TMO profile	5	
2	IT Strategy Consultant profile	3	
3	Deputy Director TMO profile	1	
4	Deputy Director TMO profile	1	
Slide No. 3 - 5			
5	EA team profile	10	
Slide No. 6 - 7			
6	Top one TMO project executed	5	
7	Top one EA project executed	5	
Remaining Slides			
8	Approach on implementation of TMO in the Bank	5	
9	Role and function of the EA team in the Bank	5	
Total Marks		40	

*Each bidder will present to committee about its approach and methodology for TMO implementation and role and function envisaged of EA team, best TMO and best EA engagement/project (only one engagement each for TMO and EA, chosen by bidder itself, project should not have commenced earlier than 01.01.2012) and only that engagement will be considered for evaluation – Bidder has to provide details like team size, duration of team deployment, benefits/improvements realized by client in strategic projects delivery after TMO operations by bidder etc.

Each bidder needs to arrange a site visit to client (of best TMO and best EA engagement as given above).

4. Client Site Visit for one TMO and one EA project

S. No.	Parameter	Max Marks	Marks Obtained
TMO Client Site Visit			
1	Project executed with in agreed timelines and cost with client (no schedule or cost overrun)	3	
2	Improvements or benefits realized by client after TMO set up and operations (value realization from strategic projects)	3	



3	Number of strategic initiatives governed and delivered by TMO team for client	3	
4	Enhanced synergy and collaboration resulting into faster time-to-market for IT products	3	
5	Capability building at Client's site for smooth transition of TMO function to client	3	
EA Client Site Visit			
6	Project executed with in agreed timelines and cost with client (no schedule or cost overrun)	3	
7	Improvements or benefits realized by client after EA set up and operations	3	
8	Enhanced process efficiency (e.g. reusability) resulting into less costs for IT products	3	
9	Development of a more aligned business and IT architecture resulting into enhanced collaboration	3	
10	Capability building at Client's site for smooth transition of EA function to client	3	
Total Marks		30	

Note: For the purpose of any kind of calculations involved in the above shown technical evaluation sheets (like experience, efforts or any data submitted by bidder or any operation like summation or average performed on that data), all the fractional values will be rounded off to the nearest higher integer in case decimal value is greater than or equal to **0.50** and to the nearest lower integer if decimal value is lesser than **0.50**. The rounding off will be applied at the time of inputting the data and also while calculating results (like summation or average) from that data.

Signature and Seal of Company

**Annexure-D****Bidder Details**

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
2.	Date of Incorporation and / or commencement of business	
3.	Certificate of incorporation	
4.	Brief description of the Bidder including details of its main line of business	
5.	Company website URL	
6.	Particulars of the Authorized Signatory of the Bidder a. Name b. Designation c. Address d. Phone Number (Landline) e. Mobile Number f. Fax Number g. Email Address	

Signature and Seal of Company

Part I - TMO Set Up and Operations scope**1. OBJECTIVE**

The bidder shall provide services for setting up TMO in BOT mode in the Global IT Centre, Belapur to achieve the following objectives

- TMO to act as a central hub that has a framework to gather pipeline of ideas/strategic initiatives across the organization. TMO may accomplish this by facilitating center of excellence (CoE), business and technology collaboration, innovation labs and cross-team collaboration.
- TMO to act as a central hub that provides requisite capabilities (people, process, and technology), shares information, getting methods and skills inculcated (including training) for achieving successful delivery of key strategic and transformation projects.
- TMO will be aligning organization's business objectives and transformation goal with project's outcome and achieving these business objectives through necessary cultural and behavioral changes at all strata.
- TMO to manage the portfolio of transformation projects and ensuring the delivery of these projects with benefits measurement and reconciliation (moving from Output based to Outcome based execution and delivery).
- TMO to provide a centralized change function to coordinate, manage and lead change and to provide resources to support individual transformation programs and to coach the business unit change teams (educate stakeholders, create awareness and a culture of change fitness that makes change attractive rather than feared).
- TMO will ensure that the right level of communication, discussion and understanding exist between various stakeholders for the transformation to be successful.
- TMO will drive continuous adoption of newer and best practice methodologies in IT delivery including agile, automation etc.



- TMO will continuously strive to crash time to market (for IT products) – Design faster, Build faster, Test faster and adopt faster – while ensuring that technology initiatives translate into business impact.

TMO shall play a key role to achieve synergy and collaboration across diverse IT and business eco systems, deliver highest quality execution, provide consistency and transparency across strategic programs as well as constantly driving adoption of new technologies and spawning innovation.

2. SCOPE

Transformation Management Office (TMO) shall act as a “continuous excellence” engine for IT ensuring IT transforms itself as it meets ever increasing business demands.

TMO shall manage and monitor the IT portfolio of projects, enhance synergy between various IT departments, provide governance for change management, provide framework for value realization from projects. The TMO shall work closely with business leadership and be the “change agent”.

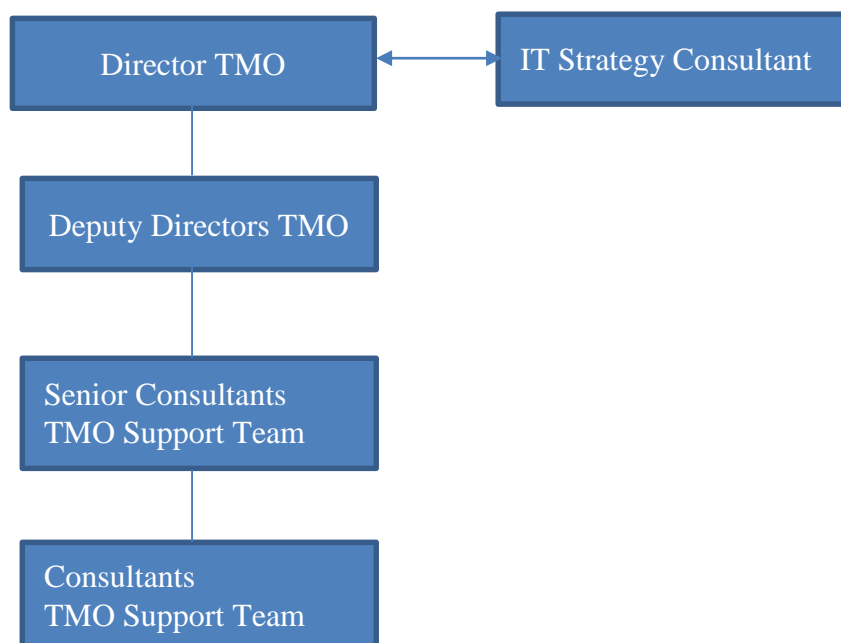
TMO shall comprise of experienced practitioners and experts (e.g. Transformation Directors, Senior Change Management consultants, BPM experts etc.) with a balanced perspective of business and IT.

Some key focus areas (indicative but not limited to) for a TMO are as mentioned below:

- 1) Value Realization via alignment with business objectives and tracking and measuring business benefits from projects. A Systematic approach has to be followed to realize value
 - Define metrics and calibrate business value
 - Track and report metrics
 - In case of deviations make interventions and course correct
- 2) Synergy and Collaboration among various business and IT departments for
 - delivering organic strategic initiatives
 - expedited project delivery (reduced time-to-market)
- 3) Change Management – Planning change agenda across the organization to ensure that change is manageable and working with change champions to deliver change initiatives.
- 4) Capability building – Institutionalize capabilities in partnership with SBI technology institutions for continuous improvement. Train and prepare SBI's IT personnel for new advancements in technology like automation, AGILE delivery methodologies etc. and train business on adoption of new IT initiatives.
- 5) Managing Interdependencies, Risks, Enterprise & Technology Architecture and providing Governance.

The TMO will deploy a set of best-practices in approaches and processes (along with required technologies and tool kits) across each focus area to achieve its objectives.

Indicative Structure of TMO:



An indicative team of **14 members** has been envisaged for setting up and running TMO in State Bank GITC (One Director, one IT strategy consultant, two Deputy Directors, four senior consultants and six consultants) with support from bank's staff. However any change in the number of resources to be engaged will be decided by the Bank from time to time and it may increase /decrease as per the requirements of the project.

Essential Qualifications - The proposed resources for TMO team should meet the following minimum criteria:

1. The proposed resource should hold a degree in Bachelor of Engineering (B.E)/Bachelor of Technology (B.Tech) or equivalent/M.Tech/M.S/M.E or Post Graduation in Computer Sciences/Information Technology, from a recognized University. Additional qualifications like MBA and certifications like TOGAF etc. will be desirable.
2. Experience requirement for various roles is as given below:
 - a. **Director TMO** - minimum 17 years' experience in IT and/or ITES (across project delivery and project management streams) and a total of at least 7 years' experience in driving and managing large Transformation projects.



- b. **IT Strategy Consultant** - minimum 20 years' experience in IT and/or ITES and a total of at least 10 years' experience in driving and managing large Transformation and/or innovation projects. Involvement in two multiyear IT strategic initiatives is a must. PhD in IT related disciplines from a reputed institution is preferable.
 - c. **Deputy Director TMO** - minimum 15 years' experience in IT and/or ITES (across project delivery and project management streams) and a total of at least 5 years' experience in driving and managing large Transformation and/or innovation projects.
 - d. **Senior Consultants TMO** - minimum 12 years' experience in IT and/or ITES (across project delivery and project management streams) and a total of at least 3 years' experience in driving and managing large Transformation and/or innovation projects.
 - e. **Consultants TMO** - minimum 10 years' experience in IT and/or ITES (across project delivery and project management streams) and a total of at least 2 years' experience in delivering Transformation and/or innovation projects.
3. During the course of engagement, the Bank reserves the right to ask for resources with skill sets different from those mentioned above but with equivalent experience and educational qualifications, and the selected bidder shall arrange to provide the same within 30 days of the Bank sending such communication.
4. Since TMO will be a new function for the bank, senior resources that will be able to persuade IT and Business personnel to adopt new practices and processes will be required to be engaged.

Roadmap for TMO team resource deployment:

Out of the 14-member team (envisaged for setting up and running TMO), only **seven** resources (including IT strategy consultant) will be required to be deployed in phase-I and these same resources shall continue to be part of the team for the remaining period of engagement.

Later on, resources will be deployed on the basis of resource deployment schedule agreed between the Bank and successful bidder.

Roadmap to set up TMO:

Setting up of Transformation Management Office (TMO) will be done in Build, Operate and Transfer (BOT) mode as outlined below:

- 1. Phase-I – Current State Assessment & TMO Blueprint preparation (2 months)



- This phase including submission of current state assessment and TMO Blueprint needs to be completed within a maximum period of 2 months.
- **The first phase will be an exploratory phase for which Bank will not pay any fees to the selected bidder. Bidder shall not raise any invoices for work undertaken in this phase.**
- At the end of this phase the bidder shall submit to the Bank a detailed blueprint for TMO set up and TMO operations for next 24 months including resource deployment plan and specific deliverables.
- Bank reserves the right to reject or accept the TMO blueprint (in original form or with amendments). If Bank accepts the blueprint, the bidder will be allowed to carry out the TMO project and an Agreement will be executed between the selected bidder and the Bank.
- In case TMO Blueprint submitted by selected bidder is not accepted by the Bank, Bank at its sole discretion, may permit the selected bidder to submit two more revised/new TMO Blueprints within additional 2 weeks per submission.
- In case of Bank rejecting the blueprint even after the third submission, the engagement (for TMO set up and operations) shall stand cancelled and the Bank shall be free to take suitable course of action on the engagement.

2. Phase-II – Operate TMO with continuous improvement (20 months)

3. Phase-III – Transfer TMO – Complete handover to SBI TMO team (4 months)

Detailed scope of work (phase wise) is as given below:

1. Phase – I : Current State Assessment & TMO Blueprint preparation (2 months)

**Part I****I. TMO Exploratory Exercise (3 - 4 weeks)**

- a. Exploring the need for a TMO – create a vision statement for TMO with needs and success criteria (success criteria should be SMART – Specific, Measurable, Achievable, Realistic and Time Bound)
- b. Assessing the existing capability – assessment of various transformation processes underway in the Bank. Understand current IT portfolios & their strategic alignment. Document & analyze capabilities of relevant departments that could have overlaps with the transformation processes.
- c. Interview stakeholders to understand the current state in managing transformational initiatives - Select 2-3 transformational initiatives already undertaken by the Bank (to be identified by the Bank) to identify gaps (detailed gap analysis) that can be filled by the TMO during Operations phase.
- d. Gather and compile information on current policies/practices/units/functions which can be coupled with TMO.
- e. Document current state of transformational activities at GITC at high level and provide estimations of benefits that could be achieved by introduction of the TMO.
- f. Identify Key Performance Indicators (KPIs) of the TMO for benchmarking its deliverables in the phase-2 and phase-3.

Part II**II. Design - TMO Scoping, Designing and Team creation (3 - 4 weeks)**

- a. Designing a charter for TMO - Define objectives and scope of TMO (functions, roles and responsibilities) in GITC. Define organizational position of TMO in GITC.
- b. Define TMO operating model - relationship between TMO and other IT and Business departments.
- c. Define TMO leadership and governance architecture.



- d. TMO team creation – Defining TMO team strength and devising a resource deployment schedule. Defining identification/selection criteria for bank's employees to staff TMO (along with required training needs).
- e. Devising criteria for classifying projects as transformation projects and define process through which a transformation project will be routed to TMO.
- f. Define precisely the roles TMO will play in the execution of each type of project considering the presence of executing department, business sponsors, vendor partners etc.
- g. Identification of external factors which might have impact on the transformational projects and TMO and provide suggestions/guidelines to address the issues related to them.

2. Phase-II TMO Operations (20 months)

- i. Define transformation portfolio – Choose top priority strategic projects and provide leadership for these projects (coordinating and directing activities to achieve the overall objectives of the Bank)
- ii. Monitor strategic projects' plans through regular review sessions, update/issue resolution meetings, team discussions, and on-ground visits.
- iii. Continuously identify any roadblocks to implementation and proactively conduct source case analysis and develop solutions.
- iv. Design enablers and accelerators (tools and templates) for transformation management.
- v. Dynamically review and update the transformation strategy.
- vi. Recommend changes in the policies and procedures impacting the IT transformation and operations.
- vii. Design and implement value realization framework
 - Validate project vision and objectives and tag project objectives to business value drivers - Review and assessment of strategic projects with emphasis on aligning business and IT.



- Identify value creation/improvements during and after implementation of program - Test alignment with business objectives.
- Devise methodology to track and measure program value and drivers of business metrics – Obtain the consent of key sponsors on expected outcomes/metrics/milestones.
- Track movement of metrics on a pre-agreed periodicity - Report the metrics and the implication on value/ROI from project to key stakeholders.
- Determine business value/ROI from each of the strategic IT projects - Calibrate departure from ROI from initial estimate owing to changes during execution.
- Provide value assurance – Early warning and intervention - Outside-in review of key risks based on project- type, complexity, execution plan, etc.
- Identify interventions needed and convene stakeholders for course correction.
- Resolve conflicts between business and project teams - Align deliverables between business and IT stakeholders.

viii. Enhancing Collaboration and Reusability

- Multiple strategic IT initiatives underway (being delivered by various IT departments) - Framework for capturing dependencies across IT programs, identifying overlaps, aligning with business and IT stakeholders.
- Establish framework for cross-group discussions to ensure alignment on project business objectives and rapid and early identification of collaboration opportunities and challenges.
- Validate the availability of required business functionality in application portfolio - Ensure shared understanding of roles, dependencies, objectives and outcomes.



- Define what constitutes a reusable component and determine what standards (e.g., architectural, IT systems and applications/codes) need to be adhered to.
- Publish standardized re-usable components across the IT stack; Set up mechanism to track usage and develop framework for maintenance and updates of reusable components.
- Define incentives for teams to adopt the culture of reuse (e.g. IT Systems, APIfication/micro services etc.).
- Enforce adherence to enterprise architecture, design and delivery standards across IT programs.
- Periodically review key metrics (e.g. % of re-used code in new projects, off-the-shelf component utilization in new projects, open source technologies and frameworks etc.) and determine intervention and actions to course correct.

ix. Drive and manage Change

- Set the climate for change – Develop a clear vision for what the transformation program is trying to achieve; ensure leaders are actively driving the vision to create the right climate and execution teams are adopting it.
- Identify and coach change sponsors within SBI; identify change management resources for specific transformation projects.
- Engage and enable stakeholders for Change – Communicate, refine activities and plan workforce transitions; provide mechanisms to ensure capability development (trainings, workshops, café sessions etc.) to enable success.
- Implementing and Sustaining the Change – Work with change agents in SBI at all levels and drive change locally to sustain momentum; ensure ready support to employees post transition (create quick wins to showcase impact of change)
- Continuous Improvement – Equip the bank to deploy Agile and Lean methodologies at-scale for ongoing development, testing and roll-out (exploit automation, agile etc.)



- x. Devise, Institutionalize and Support capability building programs to develop TMO capabilities within SBI
- Create a framework for providing training to project teams to execute the ongoing projects and make them future ready – prepare training calendars, identify types of trainings for different set of staff, identify requisite training infrastructure, prepare online and offline training modules, formal and informal assessments post training, certification programs etc.
 - Start training SBI staff (both IT and business) during operate phase of TMO using various methodologies – upfront class based training, side by side coaching, on the job skill building etc.

3. Phase-III – Transition - Complete handover to SBI TMO team (4 months)

- i. Determine approach for handing over on-going responsibilities - Transition Roadmap and Execution Plan.
- ii. Codify learning and assemble implementation documentation - Prepare an effectiveness report on TMO functioning in the preceding projects managed by the TMO, detail its success, failures, lessons learnt and measures to be taken.
- iii. Perform knowledge transfer gap analysis - Create knowledge transfer plans at individual level.
- iv. Provide Training Material and conduct Training Workshops.
- v. Monitor Knowledge transfer progress and capture learning - review and improve knowledge transfer process.
- vi. Create 'Champions' in the organization to ensure continuity post-transition of TMO.
- vii. Prepare future needs report in terms of what the TMO should do over the next one year and resources needed.
- viii. Provide a detailed people improvement and augmentation plan for the resources staffing the TMO for the next two years.

3. Key Deliverables expected from the TMO Service/Consultancy Provider

i. Phase-I: Current State Assessment & TMO Blueprint preparation (2 months)

- Current state report of transformation capabilities in GITC with gap analysis (with emphasis on specific transformation roadblocks in GITC)
- TMO charter and vision document
- TMO organizational structure, operating model (both for strategic thinking and delivery model), engagement model (stakeholder matrix), governance architecture and relationship between TMO and other departments (existing transformation assets – plug-in to TMO such as PMO, Enterprise Architecture etc.)
- TMO staffing matrix and reporting structure
- TMO roles, functions and responsibilities
- Process Map (criteria) for identification and selection of transformative projects
- Selection criteria for bank employees to join TMO (along with training needs)
- TMO processes, toolkits and templates - Identify tools and technologies for the TMO
- TMO Key Performance Indicators - Current State and Estimated Target State Performance Indicators (to monitor and measure success of TMO itself)

ii. Phase-II: Operate TMO with continuous improvement (20 months)

a. Value Realization

- Create a portfolio of transformation projects – Identify strategic programs for TMO pilot
- Provide leadership/governance for these projects (coordinating and directing activities to achieve the overall business objectives of the Bank)
- Design dashboards, progress reports and other KPIs for ongoing strategic Programs and monitor transformation portfolio as per these KPIs.
- Design business benefits realization strategy for the above selected transformation portfolio and implement it (after taking business on-board)



- Develop methodology to track and measure program value (business value) and drivers of business metrics; define list of metrics and way of measurement
- Continuous assessment of projects via a standardized methodology, classification and risk identification for their alignment with business objectives.
- Design course of action and implement course corrective measures on projects performing low on metrics, standards adherence.
- Comparative analysis of program performance with industry benchmark and standards (analyze recent history of programs delivery within bank / track record of specific project type)
- Coordinate with Business for quantitatively assessing (to get a real feel from ground based on metrics such as customer satisfaction, reduced program cost and time to market etc.) the program's business outcomes after launch and run a comparative analysis vis-a-vis business outcomes envisaged at the inception of program.
- Identify reasons for deviation (if any) from business objectives (after quantitative assessment post-launch) and industry benchmarks and prepare a lessons learnt report for each project in addition to proposing probable solutions for avoiding it in future initiatives.

b. Change Management with continuous improvement

- Formulate, communicate and popularize Organization Change Management Strategy and objective
- Provide leadership to drive the transformation within BUs/ functions and to drive it to ground level (make employees completely aware of the change system and explain what is in it for them)
- Coordinate change and provide proper and adequate trainings/skills to employees for smooth and effective adoption (put in place structures and systems to incentivize change adoption)
- Introduce change and manage it end-to-end with continuous improvement:
 - Explore scope for AGILE product and service delivery in GITC and automation of internal IT back end processes and operations such as testing, helpdesk, incident management etc.
 - Design set of capabilities required for 'SBI way of Agile' (for example org construct, landscape of tools, training



requirements and schedule); Run AGILE pilots based on 'SBI way of Agile'

- Define a roadmap for automation, determine degree of automation, selection and deployment of tools for selective automation and prepare a sustenance and scaling up plan for automation initiatives.
- Introduce significant and measurable shift in pace and range of IT delivery via adoption of lean methodologies such as AGILE, Automation etc. and demonstrate proof-of-concept (POC) in some selected use cases/programs.

c. Collaboration and Reusability

- Set up and run a cross functional governance body for enhancing collaboration among various functions to achieve business objectives.
- Assessment of current IT and Business alignment model and recommended model.
- Operationalized framework for capturing dependencies across IT programs, identifying overlaps etc.
- Operationalized methodology for identifying early warnings/signs of critical issues across IT programs
- Define escalation mechanism / course of actions for projects with issues and define communication channels with identified stakeholders across programs
- Definition of reusable components – Reusable Component qualification and identification criteria
- Defined and implemented approach on re using components on an ongoing basis - Reusable component publication structure (with clear definition of inputs and outputs of the components)
- Operationalized framework for maintenance and updates of reusable components
- Implemented guidelines on adherence to established architecture standards
- Established governance mechanism to drive adherence to architectural, design and delivery standards across IT programs
- Implemented guidelines for component synergy and rationalization
- Assessment of strategic alignment, interconnections among different programs



d. Capability Building

- Operationalized framework to gather pipeline of ideas/strategic initiatives across the organization.
- Operationalized framework for on-going capability building (provide support and guidance in setting up an organization wide technology training facility to train IT staff and to improve awareness of business staff)
- Design training calendar and training curriculum, identify different training needs, and help in arranging requisite training infrastructure and prepare training material (online modules, traditional playbooks etc.)
- Design formal and informal post-training assessment methodologies/instruments.
- Conduct classroom trainings, run workshops, knowledge sessions etc. to make IT workforce transformation ready.
- Transition roadmap and execution plan

iii. **Phase-III – Transition (4 months)**

- Effectiveness report on the TMO functioning covering success, failures, lessons learnt and measures to be taken.
- TMO future needs report and sustainability strategy report (with roadmap and milestones)
- TMO staff improvement and augmentation plan
- All documentation related to various processes and procedures functioning in TMO
- Systematic and structured handover of all TMO functions to bank's staff



Part II – Assisting EA Set Up and Implementation scope

The bidder shall provide services to the GITC's Enterprise & Technology Architecture team in defining and implementing Enterprise Architecture within the bank. This engagement shall operate on a service based model. The bidder shall bill SBI for the resources engaged by the Bank.

The resource needs depicted below are tentative. Bank reserves the rights to increase or decrease the resources required for the engagement at any point in time. Bank may increase or decrease the tenure of the engagement as per its need at any point in time. Bank reserves the rights to demand for alternate resources if the provided resources do not perform up to the expectation. Bank may request resources different skillsets if it finds necessary for the initiative.

Resource needs for EA Team

Enterprise Architect (2)	Business Architect (2)	Technology Architect (1)
Information Architect (2)	Infrastructure Architect (1)	Banking Domain SME (1)

Essential Qualifications: The proposed resources for EA team should meet the following minimum criteria:

1. The proposed resource should hold a degree in Bachelor of Engineering (B.E)/ Bachelor of Technology (B. Tech) or equivalent M. Tech/ M.S/ M.E or Post Graduation in Computer Sciences/ Information Technology, from a recognized University. Additional qualifications like MBA and other certifications like Open CA Certified etc. will be desirable.
2. Experience requirement for various roles is as given below
 - a. **Enterprise Architect:** minimum 18 years' experience in IT and/or ITES (across project delivery and project management streams) and a total of at least 7 years' experience in leading teams, executing and delivering Enterprise Architecture, Set-up of EA office, IT Strategy, and Implementation of EA. TOGAF certification is a must.
 - b. **Business Architect:** minimum 18 years' experience in IT and/or ITES (across project delivery and project management streams) and



- a total of at least 7 years' experience in leading teams, executing and delivering business architecture, definition business capability maps/ processes, and to-be business architecture preferably as part of large EA or Transformation projects. Banking domain experience is a must.
- c. **Information Architect:** minimum 18 years' experience in IT and/or ITES (across project delivery and project management streams) and a total of at least 7 years' experience in leading teams, executing and delivering Information Architecture as part of EA or large transformation projects. Banking domain experience is a must.
 - d. **Technology Architect:** minimum 15 years' experience in IT and/or ITES (across project delivery and project management streams) and a total of at least 5 years' experience in leading teams, executing and delivering Technology Architecture as part of EA or large transformation projects.
 - e. **Infrastructure Architect:** minimum 15 years' experience in IT and/or ITES (across project delivery and project management streams) and a total of at least 5 years' experience in leading teams, executing and delivering Infrastructure Architecture as part of EA or large transformation projects.
 - f. **Banking Domain SME:** minimum 10 years' experience in Banking Domain and preferably having 3 years' experience in Treasury Management in banks.

During the course of engagement, the Bank reserves the right to ask for resources with skill sets different from those mentioned above but with equivalent experience and educational qualifications, and the selected bidder shall arrange to provide the same within 30 days of the Bank sending such communication.

Since EA is a relatively new function for the bank, senior resources who will be able to persuade IT and Business personnel on Enterprise Architecture and to adopt new practices and processes will be required to be engaged.

Roadmap for EA resource deployment:

Out of the 9-member team, 4 resources (2 Enterprise Architects, 1 Business Architect, and 1 Information Architect) are required to be deployed in Phase-1.

Roadmap to Assisting EA Set Up and Implementation scope:

Phase1: Current State Assessment & EA setup

- Define the EA Model for the Bank (Components necessary, scope)
- Define the approach to setup EA office for the Bank (not limited to roles, responsibilities, functions, process)
- Define Architecture principles, guidelines and Methodology
- Define the EA Governance model
- Define the EA Collaboration model



- Define the EA Operational model (dealing with research initiatives, new projects, ongoing project monitoring and exception process at the Bank level)
- Define the selection criteria and assist in selection of EA tools (not limited to repositories, modeling, portal, governance)
- Define the EA Modeling standards (identifying types of architectures needed and the standards to follow)
- Provide recommendation on the business vertical to start EA.
- Define approach for implementing EA in a business vertical(s) (team structure, roles & responsibilities, methodologies & frameworks we need to adopt)

Bank reserves the right to cancel the EA service engagement with the bidder if the resources provided by the bidder do not perform up to the expectations.

Phase2: Assist EA implementation

- Socialize the EA model
- Establishing EA office
- Implement the defined EA Governance model
- Implement the defined EA Collaboration model
- Implement the defined EA Operational model
- Implement the identified EA tools and on-board SBI team
- Implement EA Modeling – Detailed definition, Reference models
- Implement EA with the business vertical(s)
- Any needed transition with the SBI team

Key Deliverables of Assisting EA Set up and Implementation:

Phase1: Current State Assessment & EA Set Up

- EA Model for the Bank
- Approach to setup the EA office for the Bank
- Architecture guidelines and principles
- EA Governance model
- EA Collaboration model
- EA Operational model
- Selection of EA tool
- EA Modeling standards
- EA implementation approach for the recommended business vertical(s)

Phase2: Assist EA implementation (EA Operations)

- Publishing & Communicating the EA model
- Detailed definition of EA Modelling along with reference models
- Setting up the EA office
- Implementing the EA Governance and Collaboration model



- Operationalize the EA Operational model (dealing with research initiatives, new projects, prescribe enterprise architecture principles in major projects and exception process at the Bank level)
- Implementing the identified EA tools and on-boarding SBI team
- Implementing EA in the recommended business vertical(s)
- Transition to the SBI team

Note

- i. EA engagement and TMO engagement may operate independently in terms of SLA. Extension or termination of one engagement shall not impact the other and at shall be Bank's sole discretion.
- ii. The Bank reserves the right to merge both the teams at any point of time during the period of the agreement at its discretion.
- iii. The teams may require to operate from multiple locations in Navi Mumbai/Mumbai.
- iv. **Resource onboarding process:** The proposed resources (for both TMO and EA engagements) by the successful bidder will undergo an evaluation (credentials review, interview) process by the Bank before onboarding.



Annexure-F

Indicative Commercial Bid

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “**Indicative Commercial Bid for Procurement of services for setting up Transformation Management Office (TMO) in a BOT (Build, Operate and Transfer) mode and providing services for Enterprise Architecture (EA) function at State Bank Global IT Centre**”.

Name of the Bidder:

Sr. No	Resource type/category	Cost per resource per month (INR)
1	Director TMO	
2	IT Strategy Consultant	
3	Deputy Director TMO	
4	Senior Consultant –TMO Support Team Resource	
5	Consultant – TMO Support Team Resource	
6	Enterprise Architect	
7	Business Architect	
8	Banking Domain SME	
9	Information Architect	
10	Technology Architect	
11	Infrastructure Architect	
12	Any other position relevant to the project	
Total Amount (INR)		

The prices submitted by the bidder are indicative only. The actual billing would be done on the number of resources that are actually provided to the bank and according to their roles. The cost of resources for each role would be calculated on the following formula after Reverse Auction (RA):

Rate of individual resource after reverse auction =

$$\frac{\text{Grand Total quoted by bidder in RA}}{\text{Grand Total quoted by bidder in Annexure F}} \times \text{Rate of individual resource quoted initially in Annexure F}$$



Breakup of Taxes and Duties

Sr. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
1.				
2.				
Grand Total (INR)				

Note:

- i. EA engagement and TMO engagement may operate independently in terms of SLA. Extension or termination of one engagement shall not impact the other and at shall be Bank's sole discretion.
- ii. The Bank reserves the right to merge both the teams at any point of time during the period of the agreement at its discretion.
- iii. The Bank proposes to engage the resources initially for a period of two years and reserves the right to extend the engagement by one more year on the same terms and conditions including commercials.
- iv. The actual number of resources (against each resource type/category) will be decided by the Bank based on the requirements and shall be provided by the Bidder at the arrived at cost per person-month for that resource type/category.
- v. Payment will be disbursed on a quarterly basis in arrears for resources deployed. The bank and the bidder will mutually decide the date of joining of each resource.
- vi. The Bank will pay GST/VAT/CST/ST (whichever is applicable) on actuals. Any other taxes, duties, levies, cess should be paid by the Service Provider and the Bank shall not be liable for the same.
- vii. The fee quoted shall be quoted only in Indian Rupees. The total cost of providing services mentioned under "Scope of Work" derived from above formats shall be considered for financial evaluation. In case of discrepancy between amount in words and figures, the former will prevail.

Bank will not pay any amount which is not quoted in above financial bid. There will be no additional payment for expenses, taxes, duties etc. There will be no additional payment to the bidder for anything related to movements / visits/ presentations / knowledge transfer by the bidder or its officials.

Signature

Seal of Company

**ANNEXURE-G****FORMAT FOR EMD BANK GUARANTEE**

To: _____

Dear Sir,

**EMD BANK GUARANTEE FOR
FOR SETTING UP TRANSFORMATION MANAGEMENT OFFICE (TMO) IN
BUILD, OPERATE AND TRANSFER (BOT) MODE AND PROVIDING SERVICES
FOR ENTERPRISE ARCHITECTURE (EA) FUNCTION AT STATE BANK
GLOBAL IT CENTRE AND PROVIDE SUCH SERVICES AS ARE SET OUT IN
THE RFP NO. SBI/GITC/PMD/2017-18/402 dated 30/06/2017**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to provide for procurement of services for setting up Transformation Management Office (TMO) in a BOT (Build, Operate and Transfer) mode and providing services for the Enterprise Architecture (EA) function at State Bank Global IT Centre as are set out in the Request for Proposal SBI/GITC/PMD/2017-18/402 dated 30/06/2017.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. _____/-(Rupees _____ Only) as Earnest Money Deposit.

3. M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____/-(Rupees _____ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. _____/- (Rupees _____ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due



performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/- (Rupees _____ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.



- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

Authorized official.

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



ANNEXURE-H

PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 201 by (Name of the Bank)..... having its Registered Office atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at----- (**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support (Name of Services) (Hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI/GITC/PMD/2017-18/402 dated 30/06/2017.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of _____ year(s).

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

WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to fulfill any of



its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. _____/- (Rupees _____ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honored by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.



- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of __ years from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupeesonly)
- (b) This Bank Guarantee shall be valid up to.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before (Date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

Authorized official

**ANNEXURE-I****NON-DISCLOSURE AGREEMENT**

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

_____ constituted under the _____ Act,
_____ having its Corporate Centre at _____
_____ (hereinafter referred to as "Bank"
which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as
"_____") which expression shall unless repugnant to the subject or context
thereof, shall mean and include its successors and permitted assigns) of the
OTHER PART;

And Whereas

1. _____ is carrying on business of
providing _____, has agreed to
_____ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need
to disclose certain valuable confidential information to each other. Therefore, in
consideration of covenants and agreements contained herein for the mutual
disclosure of confidential information to each other, and intending to be legally
bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**1. Confidential Information and Confidential Materials:**

- (a) "Confidential Information" means non-public information that Disclosing Party
designates as being confidential or which, under the circumstances surrounding
disclosure ought to be treated as confidential. "Confidential Information"
includes, without limitation, information relating to installed or purchased



Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) the statutory auditors of the Bank and



(2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof

- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party,



Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.



- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

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

Dated this _____ day of _____ 2017 at _____
(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

**ANNEXURE-J****Pre-Bid Query Format**
(To be provide strictly in MS Excel)

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

**ANNEXURE-K****PRE CONTRACT INTEGRITY PACT**
(TO BE STAMPED AS AN AGREEMENT)**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made

on _____ day of the month of _____ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its -----Department / _____ Office _____ at _____, _____, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s _____ represented by

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

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

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

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in



conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

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

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

Commitments of the BUYER

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

**Commitments of BIDDERS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with State Bank of India.
 - 3.3 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
 - 3.4 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any



individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be



disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

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



complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

6.Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in



connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar



product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Email of the Monitor to be given).

Mr Johny Joseph

E-mail: johnyjoseph49@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and



unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including



warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

13. The parties hereby sign this Integrity Pact at __ on _____

For BUYER

For BIDDER

Name of the Officer.

Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India.

Witness

Witness

1

1.

2

2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Note: This agreement will require stamp duty as applicable in the State where it is executed.

**ANNEXURE-L****MODEL TEMPLATE – SERVICES SLA**AGREEMENT FOR _____¹

BETWEEN

State Bank of India, _____²

AND

_____³Date of Commencement : _____⁴

Date of Expiry : _____

This document is in the nature of a general template which needs customization depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also certain particulars such as place of arbitration, jurisdiction, details of the parties etc. are to be incorporated while finalization of the contract.

In this regard, footnotes given in this document may please be referred to.

¹ Type/nature/name of Agreement.

² Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

³ The other Party (Contractor/ Service Provider) to the Agreement

⁴ Effective Date from which the Agreement will be operative.



Contents

1. DEFINITIONS & INTERPRETATION.....	100
2. SCOPE OF WORK	6
3. FEES /COMPENSATION	6
4. LIABILITIES/OBLIGATION	8
5. REPRESENTATIONS &WARRANTIES	9
6. GENERAL INDEMNITY.....	11
7. CONTINGENCY PLANS.....	11
8. TRANSITION REQUIREMENT	12
9. LIQUIDATED DAMAGES	12
10. RELATIONSHIP BETWEEN THE PARTIES.....	12
11. SUB CONTRACTING	13
12 INTELLECTUAL PROPERTY RIGHTS	14
13 INSPECTION AND AUDIT	14
14 SECURITY AND CONFIDENTIALITY	15
15 OWNERSHIP.....	17
16 TERMINATION CLAUSE.....	18
17 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW	19
18 POWER TO AVRY OR OMIT WORK.....	20
19 NO WAIVER OF BANK RIGHTS OR.(SERVICE PROVIDER)'S LIABILITY	21
20 LIMITATION OF LIABILITY	21
21 FORCE MAJEURE.....	21
22 NOTICES	22
23 GENERAL TERMS & CONDITIONS	23



This agreement made at..... (Place) on this -----day of _____ 20__
 —.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its.....⁵, 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 one Part:

AND

.....⁶ a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, and hereinafter referred to as “.....”, which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

WHEREAS

- (i) The Bank is desirous of availing services for _____ ;⁷
- (ii) _____;
- (iii) _____; and
- (iv) The Service Provider is in the business of providing _____ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. _____ dated _____ issued by the Bank, 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

⁵Name & Complete Address of the Dept.

⁶Name & Complete Address (REGISTERED OFFICE) of the service Provider,

⁷ Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).



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:

- A. 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices) and subsidiaries: *< Strike of whichever is inapplicable.>*
- B. "Confidential Information" shall have the meaning set forth in Clause 15.
- C. "Deficiencies" shall mean non satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this Agreement.
- D. "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the (name of the Software/ Hardware/ Maintenance Services) *<Strike off whichever is Inapplicable>*,⁸ such that any reader of the Documentation can access, use and maintain all of the functionalities of the (Service)⁹, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process

⁸ Name of Software/ Maintenance services

⁹ Name of Software



documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- E. “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).
- F. “Project Cost” means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.
- G. “Request for Proposal (RFP)” shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.
- H. “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.
- I. ‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.
- J. Interpretations:



1.1.1 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).

1.1.2 The singular includes the plural and vice versa.

1.1.3 Reference to any gender includes each other gender.

1.1.4 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.

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

1.1.6 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.

1.1.7 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.

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

1.1.9 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.

1.2 Commencement, Term & Change in Terms

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



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

1.2.3 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.

2. SCOPE OF WORK

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

3. FEES /COMPENSATION

3.1 Professional fees

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

3.1.2

3.1.3

3.2 All duties and taxes (excluding¹⁰ service tax, VAT or other local taxes), if any, which may be levied, shall be borne by the 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.

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

¹⁰ Please determine the applicability of the taxes.



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

3.4.2 The Bank may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.

3.5 Performance Guarantee and Penalties

3.5.1 The Service Provider has to furnish a performance guarantee for an amount of **Rs. _____** from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by the Bank.

3.5.2 The performance guarantee is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

3.5.3 If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the 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 the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the 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 the Service Provider in accordance with the time schedule¹¹ specified in this Agreement.

¹¹ Please ensure that the time scheduled is suitably incorporated in the Agreement.



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

3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

4. LIABILITIES/OBLIGATION

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

- (i) Processing and Authorising invoices
- (ii)
- (iii)
- (iv)
- (v)

4.2 Service Provider Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement.
 - (b) Service provider, if permitted to sub-contract, shall *ensure that* Service provider personnel and its subcontractors 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.
 - (c)
 - (d)<the concerned dept. may add duties depending on the nature of agreement>
- (ii) Security Responsibility



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

(b).....

(c).....

5. REPRESENTATIONS & WARRANTIES

5.1 Each of the Parties represents and warrants in relation to itself to the other that:

5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

5.1.3 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') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

5.2 Additional Representation and Warranties by Service Provider



- 5.2.1 The 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.
- 5.2.2 The 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.
- 5.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 5.2.4 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the 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 the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 Service Provider warrants that the software deployed/ upgraded as a part of this Agreement 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 done) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the service period.
- 5.2.7 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.

5.2.8 Service Provider shall assume responsibility under Labour Laws and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Service Provider, arising out of Service Provider's performance of Services hereunder.

5.2.9 During the contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, 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, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 5 hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

6.2 Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.



6.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.

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

7. CONTINGENCY PLANS

The Service Provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The 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 the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services. If existing vendor is found to be in 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 performance guarantee for the contracted period.

9. LIQUIDATED DAMAGES

If the Service Provider fails to deliver and 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 the 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 the 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 employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

11. SUB CONTRACTING



- 11.1 Service provider has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- 11.2 In case of subcontracting permitted, Service Provider is responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.
- 11.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.
- 11.4 In the event of sub-contracting, the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy, security and safety of Bank's data / processes is maintained.
- 11.5 Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- 11.6 The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s) entered between Service Provider and Subcontractor for Bank's suitability.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.



- 12.2 Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services 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 Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- 12.4 Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.
- 12.5 The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim, and will at no time admit to any liability for or express any intent to settle the claim.

13. INSPECTION AND AUDIT

- 13.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled 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 the vendor shall submit such certification by such Auditors to the Bank. The vendor and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all

relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

13.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the 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 the 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.

13.3 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 required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

14. SECURITY AND CONFIDENTIALITY

14.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, 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, 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.

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

14.3 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 similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.

14.4 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.

14.5 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.

14.6 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 the terms of this Agreement.

14.7 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 a Party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.
- (iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that 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 Party from a third party which does not have any obligations of confidentiality to the other Party.

14.8 Service Provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.

14.9 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.

14.10 The 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.

14.11 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 the Service Provider's performance under the Agreement.

14.12 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or 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 by Service provider without the Bank's written consent.

15. OWNERSHIP

- 15.1 Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, the service provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this agreement.
- 15.3 All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

16. TERMINATION CLAUSE

- 16.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, if Service Provider, at any time, by giving a written notice of at least(term of notice) fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if Service Provider



fails to perform any other obligation(s) under the Agreement provided a cure period of not less than(term) is given Service Provider to rectify the defects.

16.2 The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective.

16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

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

16.5 The Bank may at any time terminate the Agreement without giving written notice to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the Service Provider for the services rendered.

16.6 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.

16.7 In the event of termination of the Agreement for material breach by Service Provider, the Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.



16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the Applicable Law.

17. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

17.1 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.

17.2 If the parties are not able to solve them amicably, 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.

17.3 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.

17.4 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.

17.5 Arbitration proceeding shall be held at (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.



17.6 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(place) only.

17.7 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.

18. POWERS TO VARY OR OMIT WORK

18.1 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 is substantial and involves considerable 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.

18.2 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.

19. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service provider, against the Bank.

20. LIMITATION OF LIABILITY

20.1 For breach of any obligation mentioned in this agreement, subject to clause 20.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Project Cost.

20.2 Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

20.3 The limitations set forth in Clauses 20.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12¹²,
- (ii) damage(s) occasioned by the gross negligence or willful misconduct of Service Provider,
- (iii) damage(s) occasioned by Service Provider for breach of Clause 14¹³,
- (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.
- (v) when a dispute is settled by the Court of Law in India.

21. FORCE MAJEURE

21.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.

21.2 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.

21.3 If the Force Majeure situation continues beyond 30 days, the either parties 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 Contract 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.

22. NOTICES

¹² Please see Clause 12 'IPR Indemnification'

¹³ Please see Clause 15 'Security and Confidentiality'



22.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

- i. When hand delivered during normal business hours of the recipient, acknowledgment taken.
- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of..... Service provider's office at Mumbai, or any other place advised by Service provider to the Bank from time to time.
- iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

22.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

.....
.....
.....
.....
.....

(b) In case of Service Provider

.....
.....
.....
.....

22.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party with in (days).

23. GENERAL TERMS & CONDITIONS



- 23.1 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.
- 23.2 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.
- 23.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- 23.4 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 or sub-contractor/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.
- 23.5 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.
- 23.6 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.
- 23.7 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the Services _____ (short description of the service to be provided), between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.



23.8 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.

23.9 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

23.10 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.

23.11 COUNTERPART: This Agreement is 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 Services.] ‘

4. Place of Service¹⁴

1.	_____
----	-------

¹⁴Brief description of place of service



2.	_____
----	-------

5. Standard Services

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

<i>The details of services, their responsibilities and availability to be described----</i>

1.....

2.....

6. Maintenance/ Upgrades

6.1 Service provider shall maintain and upgrade the software/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet 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/ hardware.

6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A.

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) Impose penalty on Service Provider as mentioned under **Annexure E**.¹⁵
- b) 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. Risk Management

¹⁵ Please mention relevant annexure.



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.

Service Complaints¹⁶

¹⁶ Describe in detail the service complain methodology for the services.

**ANNEXURE-B****INFRASTRUCTURE MANAGEMENT METRICS** *<strike off which ever in not applicable>*(a) Service metric for Recovery Time objective (RTO) *<strike off if not applicable>*

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

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

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

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

Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
<i><to be filled in by the</i>	Level 1	<.....>



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



ANNEXURE-C

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

SL no.	Service level category	Service level object	Measurement range/criteria
1.	Call type level 1, <i><strike off which ever in not applicable></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>
	Call type level 12, <i><strike off which ever in not applicable></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>

Report Name	Interval	Recipient	Responsible

SERVICE LEVEL REPORTING/ FREQUENCY¹⁷ *<strike off if not applicable>*

<Describe the service level reporting frequency and methodology>

SERVICE REVIEW MEETING¹⁸ *<strike off if not applicable>*

¹⁷The 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.

¹⁸The purpose of this section to describe the frequency of meeting and composition of service review board.



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

- President,
- Members.....

ANNEXURE-D

ESCALATION MATRICS¹⁹ *<strike off if not applicable>*

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

¹⁹ To ensure that the service beneficiary receives senior management attention on unresolved issues, the service provider operates a problem escalation procedure in order that any unresolved problems are notified to the service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.



Service Desk Support		<Name, designation contact no.>			
-------------------------	--	--	--	--	--

**ANNEXURE-E**

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

PENALTY FOR NON PERFORMANCE OF SLA

Service level category	SLA Measure	Penalty Calculation
Application Uptime/ Downtime/ RTO/RPO <strike off whichever is not applicable>	<i><delay in minutes / hours /days> < to be provided by the dept.></i>	
Delivery Schedule	<i><Delay (in working days)>< to be provided></i>	
Installation	<i><delay in minutes / hours /days> < to be provided by the dept.></i>	
User Acceptance Testing	<i><delay in minutes / hours /days> < to be provided by the dept.></i>	
Live in Production	<i><delay in minutes / hours /days> < to be provided by the dept.></i>	
Periodical training	<i><Delay (in working days)>< to be provided></i>	<i>.....<For each resource not trained></i>
Source Code	<i><Delay (in working days)>< to be provided></i>	
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 billable amount for the specified activity		Calculate penalty on
		0 %	5% (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****NON-DISCLOSURE AGREEMENT**

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

_____ constituted under the _____ Act, _____
having its Corporate Centre at _____
_____ (hereinafter referred to as “Bank” which
expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as “_____”
which expression shall unless repugnant to the subject or context thereof, shall mean and
include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing
_____, has agreed to
_____ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to
disclose certain valuable confidential information to each other. Therefore, in
consideration of covenants and agreements contained herein for the mutual
disclosure of confidential information to each other, and intending to be legally
bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**1. Confidential Information and Confidential Materials:**

- (a) “Confidential Information” means non-public information that Disclosing Party
designates as being confidential or which, under the circumstances surrounding
disclosure ought to be treated as confidential. “Confidential Information” includes,
without limitation, information relating to installed or purchased Disclosing Party
software or hardware products, the information relating to general architecture of
Disclosing Party’s network, information relating to nature and content of data stored



within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - (1) the statutory auditors of the Customer and



- (2) regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof
 - (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
 - (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
 - (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.
3. **Rights and Remedies**
- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
 - (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
 - (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job
 - c. Financial liability for actual, consequential or incidental damages
 - d. Termination of contract
 - (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**



- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.



- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

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

Dated this _____ day of _____ 2017 at _____
(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		



Signature		
-----------	--	--

ANNEXURE-G**Transition Plan****1. Introduction**

- 1.1 This Annexure describes the duties and responsibilities of the SERVICE PROVIDER and the STATE BANK OF INDIA 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 the SERVICE PROVIDER to a New/Replacement SERVICE PROVIDER or back to the STATE BANK OF INDIA 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 STATE BANK OF INDIA intends to continue equivalent or substantially similar services to the Services provided by the SERVICE PROVIDER after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the STATE BANK OF INDIA or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

- 3.2 The SERVICE PROVIDER shall co-operate fully with the STATE BANK OF INDIA and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by the SERVICE PROVIDER to be achieved with the minimum of disruption. In particular:
- 3.2.1 during any procurement process initiated by the STATE BANK OF INDIA and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall comply with all reasonable requests by the STATE BANK OF INDIA 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 STATE BANK OF INDIA and procedures used by the SERVICE PROVIDER for handling Data) reasonably necessary to achieve an effective transition, provided that:
- 3.2.1.1 the 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 the SERVICE PROVIDER to any such party;
- 3.2.1.2 the 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 the SERVICE PROVIDER shall provide sufficient information to comply with the reasonable requests of the STATE BANK OF INDIA to enable an effective tendering process to take place but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.
- 3.3 In assisting the STATE BANK OF INDIA and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where the SERVICE PROVIDER does not have to utilise resources in addition to those normally used to deliver the Services prior to termination



or expiry, the SERVICE PROVIDER shall make no additional Charges. The STATE BANK OF INDIA 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 STATE BANK OF INDIA agrees in advance that such redeployment will prevent the SERVICE PROVIDER from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the STATE BANK OF INDIA, the STATE BANK OF INDIA 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 the SERVICE PROVIDER are additional to those in place as part of the proper provision of the Services the STATE BANK OF INDIA shall pay the 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 STATE BANK OF INDIA.

3.4 If so required by the STATE BANK OF INDIA, on the provision of no less than month's notice in writing, the SERVICE PROVIDER shall continue to provide the Services or an agreed part of the Services for a period not less thanmonth and not exceeding months beyond the date of termination or expiry of the Agreement. In such event the STATE BANK OF INDIA shall reimburse the 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) materials and other costs will be charged at a reasonable price which shall be agreed between the Parties; and/or
- (2) any other fees agreed between the Parties at the time of termination or expiry.

3.5 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA an analysis of the Services to the extent reasonably necessary to enable the STATE BANK OF INDIA to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing



performance data already delivered to the STATE BANK OF INDIA as part of the performance monitoring regime.

- 3.6 The SERVICE PROVIDER shall provide such information as the STATE BANK OF INDIA 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 the 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 STATE BANK OF INDIA 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 STATE BANK OF INDIA shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.
- 3.8 The SERVICE PROVIDER shall co-operate with the STATE BANK OF INDIA 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 the SERVICE PROVIDER for the STATE BANK OF INDIA, including the configurations set up for the STATE BANK OF INDIA and any and all information to be provided by the SERVICE PROVIDER to the STATE BANK OF INDIA 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 STATE BANK OF INDIA will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with the SERVICE PROVIDER during the handover of the Services.

**5. Subcontractors**

- 5.1 The SERVICE PROVIDER agrees to provide the STATE BANK OF INDIA with details of the Subcontracts used in the provision of the Services. The 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 the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA 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 the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA the Asset Register comprising:
- (1) a list of all Assets eligible for transfer to the STATE BANK OF INDIA; 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 STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the Assets it requires to be transferred, (the “Required Assets”), and the STATE BANK OF INDIA and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for the Asset transfer.
- 7.3 In the event that the Required Assets are not located on STATE BANK OF INDIA premises:



- (1) the SERVICE PROVIDER shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the STATE BANK OF INDIA or its authorised representative by the date agreed for this;
- (2) any charges levied by the SERVICE PROVIDER for the Required Assets not owned by the STATE BANK OF INDIA 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 STATE BANK OF INDIA will not be responsible for the Assets.

7.4 The SERVICE PROVIDER warrants that the Required Assets and any components thereof transferred to the STATE BANK OF INDIA or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

8. Transfer of Software Licenses

- 8.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA all licenses for Software used in the provision of Services which were purchased by the STATE BANK OF INDIA.
- 8.2 On notice of termination of this Agreement the SERVICE PROVIDER shall, within **2 (two)** week of such notice, deliver to the STATE BANK OF INDIA details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the STATE BANK OF INDIA shall be responsible for any costs incurred in the transfer of licenses from the SERVICE PROVIDER to the STATE BANK OF INDIA or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.
- 8.3 Within **1 (one)** month of receiving the software license information as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of



the licenses it wishes to be transferred, and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

9. Transfer of Software

9.1 Wherein State Bank of India is the owner of the software, **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver, or otherwise certify in writing that it has delivered, to the STATE BANK OF INDIA a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:

- (a) Source Code (with source tree) and associated documentation;
- (b) application architecture documentation and diagrams;
- (c) release documentation for functional, technical and interface specifications;
- (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
- (e) Source Code and supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

10. Transfer of Documentation

10.1 **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

11. Transfer of Service Management Process

11.1 **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
 - (1) Incidents;
 - (2) Problems;
 - (3) Service Requests;
 - (4) Changes;
 - (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

12. Transfer of Knowledge Base

12.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA 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 the SERVICE PROVIDER may not disclose as a matter of law.

13. Transfer of Service Structure

13.1 **6 (six)** months prior to expiry or within **2 (two)** weeks notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date version of the following, as a minimum:



- (a) archive of records including:
 - (1) Questionnaire Packs;
 - (2) project plans and sign off;
 - (3) Acceptance Criteria; and
 - (4) Post Implementation Reviews.
- (b) programme plan of all work in progress currently accepted and those in progress;
- (c) latest version of documentation set;
- (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
- (e) Source Code, application architecture documentation/diagram and other documentation;
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

14. Transfer of Data

- 14.1 In the event of expiry or termination of this Agreement the SERVICE PROVIDER shall cease to use the STATE BANK OF INDIA Data and, at the request of the STATE BANK OF INDIA, shall destroy all such copies of the STATE BANK OF INDIA Data then in its possession to the extent specified by the STATE BANK OF INDIA.
- 14.2 Except where, pursuant to paragraph 14.1 above, the STATE BANK OF INDIA has instructed the SERVICE PROVIDER to destroy such STATE BANK OF INDIA Data as is held and controlled by the SERVICE PROVIDER, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:
 - (1) An inventory of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER, plus any other data required to support the Services; and/or



- (2) a draft plan for the transfer of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER and any other available data to be transferred.

15. Training Services on Transfer

- 15.1 The SERVICE PROVIDER shall comply with the STATE BANK OF INDIA'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 STATE BANK OF INDIA 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 the SERVICE PROVIDER.
- 15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.
- 15.3 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall produce for the STATE BANK OF INDIA's consideration and approval **6 (six)** months prior to expiry or within **10 (ten)** Working Days of issue of notice of termination:
- (1) A training strategy, which details the required courses and their objectives;
 - (2) Training materials (including assessment criteria); and
 - (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the STATE BANK OF INDIA.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at STATE BANK OF INDIA's _____ Premises, at such times, during business hours as STATE BANK OF INDIA may reasonably request. Each training course will last for _____ hours. STATE BANK OF INDIA may enroll up to _____ of its staff or _____ employees of the new/replacement service provider in any training course, and the SERVICE PROVIDER shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than



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

16. Transfer Support Activities

- 16.1 **6 (six)** months prior to expiry or within **10 (ten)** Working Days of issue of notice of termination, the SERVICE PROVIDER shall assist the STATE BANK OF INDIA 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 STATE BANK OF INDIA, as the case may be.
- 16.2 The exit transition plan shall be in a format to be agreed with the STATE BANK OF INDIA and shall include, but not be limited to:
- (1) a timetable of events;
 - (2) resources;
 - (3) assumptions;
 - (4) activities;
 - (5) responsibilities; and
 - (6) risks.
- 16.3 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA 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 the SERVICE PROVIDER which are used for project management purposes generally within the SERVICE PROVIDER's business.

- 16.4 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.
- 16.5 On the date of expiry the SERVICE PROVIDER shall provide to the STATE BANK OF INDIA refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA 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 the SERVICE PROVIDER till the date of expiry or termination.
- 16.7 The SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

17. Use of STATE BANK OF INDIA Premises

- 17.1 Prior to expiry or on notice of termination of this Agreement, the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan specifying the necessary steps to be taken by both the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure that the STATE BANK OF INDIA's Premises are vacated by the SERVICE PROVIDER.
- 17.2 Unless otherwise agreed, the SERVICE PROVIDER shall be responsible for all costs associated with the SERVICE PROVIDER's vacation of the STATE BANK OF INDIA's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the STATE BANK OF INDIA Premises to their original condition (subject to a reasonable allowance for wear and tear).



IN WITNESS WHEREOF, the parties hereto have caused this annexure to be executed by their duly authorized representatives as ofday of
.....

State Bank of India

Service Provider

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.



Exhibit- I (A): FORMAT – Bidder's experience in setting up and operating a TMO for large organizations (engagement duration should not be less than 12 months)

[Using the format below, provide information on each assignment during last 5 years for which your firm was legally contracted for carrying out services similar to the ones requested under this RFP.]

Engagement/Project name	
Country: Location within country:	
Name of Client and sector (such as BFSI, IT/ITES etc.)	
Duration of Engagement: Start date month/year: Completion date month/year:	
Name of associated Consultants, if any:	
Narrative description of Project:	
Description of actual services provided by your staff within the engagement:	

Exhibit- I (B): FORMAT – Bidder's experience in setting up and operationalizing of EA for banks and financial institutions of global repute in last 5 years (engagement duration should not be less than 12 months) with purchase order/contract value of at least Rs. 1 Crore or equivalent value in case of foreign currency.

[Using the format below, provide information on each assignment during last 5 years for which your firm was legally contracted for carrying out services similar to the ones requested under this RFP.]

Engagement/Project name	
Country: Location within country:	
Name of Client and sector (such as BFSI, IT/ITES etc.)	
Duration of Engagement: Start date month/year: Completion date month/year:	
Name of associated Consultants, if any:	



Narrative description of Project:

Description of actual services provided by your staff within the engagement: