REQUEST FOR PROPOSAL
FOR PROCUREMENT,
OF SOFTWARE SOLUTION/ SERVICE for Personal Financial Management (PFM) Solution for SBI

SBI/GITC/2018-19/YONO- Ops & Infra /2018/2019/528 dated: 31/10/2018

SBI IT-YONO department, GITC, D- 41/1, TTC Industrial Area, MIDC Turbhe, Navi Mumbai

Part-1

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

44	Fraud and corrupt practices
45	Termination for default
46	Force majeure
47	Termination for insolvency
48	Termination for convenience
49	Disputes and arbitration
50	Governing languages
51	Applicable law
52	Taxes and Duties
53	Tax deduction at sources
54	Tender Fee
55	Notices

1. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as **'SBI/the Bank'** is 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, other exchange companies in available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement of **Personal Financial Management (PFM) Solution for SBI.**

ii. In order to meet the Software Solution/ service 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 Software Solution/ service 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 Software Solution/ service desired in this document. The proposed Software Solution/ service must integrate with Bank's existing infrastructure seamlessly.

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 taking up the project for supply of proposed Software Solution/ service for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to

provide SBI the proposed Software Solution/ service adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

i. The information contained in this RFP 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 in India and abroad, and other exchange companies available at various locations and managed by State Bank of India.

ii. **"Bidder"** 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 (System Integrator and the Original Solution Provider (OSP) found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.

vi. "Aggregator / Account Aggregator" is an entity meeting the aggregator requirements issued under "Non-Banking Financial Company - Account Aggregator (Reserve Bank) Directions, 2016" or at a later date.

vii. **"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.

viii. **"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.

ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/ upkeep/ updation / up gradation of product or specified

hardware and software, support services. Please refer to '**Warranty, AMC and Support' section of Annexure-I for more details.**

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.

      (a) If any Bidder submits Bid on behalf of SI/OSP, the same Bidder shall not submit a Bid on behalf of another SI/OSP under the RFP.
      (b) Either the Bidder on behalf of SI/OSP or SI/OSP itself is allowed to Bid, however both cannot Bid simultaneously.

   ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India **(Annexure-N**) 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-M** 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 Bidding document:

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 Personal Finance Management (PFM) for SBI, in response to the RFP No. SBI/GITC/YONO-Ops & Infra /2018/2019/528 dt 31.10.2018.** 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) Bidder should provide licensing details of Software / Database / Middleware / Operating System / Third Party Software etc

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

(g) Audited balance sheets and profit and loss account statement for last three years

(h) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.

(i) Detailed explanation of functioning of Software Solution.

ii. A second sealed envelope prominently marked as **Indicative Price Proposal for Personal Finance Management (PFM) Tool for SBI, in response to the RFP No. SBI/GITC/YONO-Ops & Infra/2018/2019/528 dt 31.10.2018. 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 Software Solution/ services it proposes to supply.

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 Software Solution/ service should be segregated and kept together in one section / lot in a separate envelope.

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

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

f. Bids are liable to be rejected if only one (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 they 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 upto 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's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

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 Bids 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 reverse auction. 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 Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.

ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

iii. The evaluation will also take into account:

a. Software Solution/ services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
b. Does the proposed Software Solution handles the projected volumes and offers a proven solution to meet the requirements
c. Does the Software Solution offered by the Bidder is a complete system as a project and has not integrated with third party solutions.
d. Upgradation (s) assurance by the Bidder as per requirement of the Bank for the duration of the project. In case of upgradations, the Bank will have right to renegotiate the rates (depending upon prevailing rates) and go in for higher configurations (as per technological developments at that time)
e. Capability of the proposed solution to meet future requirements outlined in the RFP.
f. Support on open platforms and solution based on latest technology (both software and hardware).
g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period

h. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

17. Evaluation of Price Bids and Finalization:

i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.

ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given in Part II of this RFP document.

iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

iv. The L1/TC1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction/Techno Commercial Evaluation, as the case may be.

v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.

vi. Errors, if any, in the price breakup format will be rectified as under:

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

(c) If the 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 ***(L1)*** 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-L** 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. Terms of the RFP, corrigenda if any issued and clarifications provided in the form of responses to the bidders queries will be considered. No other communication (email / letters) will be binding on the Bank.

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 L1 Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. Powers to Vary or Omit Work:

i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation 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] for an amount equivalent to 15% of order value and valid for 3 years and 3 months and such other

extended period as the Bank may decide for due performance of the project obligations 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. System Integration Testing & User Acceptance Testing

The Vendor should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank.

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

26. Services:

i. Vendor should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.

ii. Vendor shall provide and implement upgrades/updates for the software as and when released by the Vendor/OEM/ OSP/ Other related agency or as per requirements of the Bank. Vendor should bring to notice of the Bank all releases/ version changes.

iii. Vendor shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Vendor 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. Vendor shall provide maintenance support for the software over the entire period of contract.

v. All product updates, upgrades & patches shall be provided by the Vendor free of cost during warranty and AMC/ ATS/ S&S period.

vi. The selected Bidder shall support the product and associated software during the period of Contract as specified in Scope of work in this RFP.

vii. The Vendor should have back to back technical support, matching the SLA terms as specified in Annexure-I of this RFP, from the platform / solution provider.

viii. During the ATS/AMC period, the Vendor will have to undertake comprehensive support of the product or specified software and all new versions, releases, and updates for all standard product or specified software to be supplied to the Bank at no additional cost. During the support period, the Vendor shall maintain the product or specified software to comply with parameters defined in this RFP. The Vendor shall be responsible for all costs relating to labour, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with support of specified software.

ix. 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 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 software a reloading of 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 Vendor 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 software, the Vendor shall ensure that product or specified software is made operational to the full satisfaction of the Bank within the given timelines.

x. 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.

xi. 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 and Root Cause Analysis (RCA)
   b. Protection of data/ configuration
   c. Recovery/ restart facility
   d. Backup of product or specified hardware/software / configuration

xii. 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.

xiii. The Vendor 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.

xiv. Vendor support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

xv. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

xvi. Other items are mentioned in Annexure–I in detail.

27. Warranty and Annual Maintenance Contract:

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

ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost . During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the

Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

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

v. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Vendor. The vendor will warrant products against defects arising out of faulty design etc. during the specified support period.

vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
   e. Diagnostics for identification of systems failures
   f. Protection of data/ Configuration
   g. Recovery/ restart facility
   h. Backup of system software/ Configuration

vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.

ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

28. Compliance with IS Security Policy:

The Vendor shall have to comply with Bank's IT, IS, Data policies etc. 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 protection, privacy, availability and confidentiality.
ii. Responsibilities for application security and availability.
iii. Responsibilities on system and software access control and administration.
iv. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.
v. Physical Security of the facilities.
vi. Physical and logical separation from other customers of the Vendor.
vii. Incident response and reporting procedures.
viii. Password Policy of the Bank.
ix. Data Encryption/Protection requirements of the Bank.
x. In general, confidentiality, integrity and availability must be ensured.

29. Penalties:

As mentioned in **Annexure-J** of this RFP.

30. 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.

31. Purchase Price:

i. Total cost of Software Solution with support (warranty and AMC, if desired) 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 order will be placed for total Cost of "Software Solution/services/warranty and AMC/ATS/S&S. Bank may also issue a separate order for AMC after expiry of the warranty period.

iv. The applicable TDS will be deducted at the time of payment of invoices.

v. Terms of payment are given in Part-II of this RFP document.

vi. 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.

vii. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, 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.

32 Inspection and Quality Control Tests

i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.

ii. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:

a) In the event of the Software Solution failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.

b) The inspection and quality control tests may also be conducted at the point of delivery and / or at the goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the Vendor to provide necessary facility / equipment at

its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the Vendor.

c) Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.

iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

Iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

33. 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.

34. 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.

35. Validity of Agreement:

The Agreement/ SLA will be valid for a period of 3 years from the date of Purchase Order and extendable for a further period of 2 years. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

36. 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.

37. 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.

38. Delay in the Vendor's Performance:

i. Delivery, installation, commissioning of the Software Solution and performance of 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 of the Software Solution 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)

39. 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. Vendor should indemnify the Bank for any breach / non-compliance of statutory or regulatory guidelines applicable to the Bank in this area.

iii. 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.

iv. 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.

v. 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.

vi. 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-J*** of this document.

vii. The source code / object code / executable code and compilation procedures of the software solution should be provided to the Bank after successful UAT. All necessary documentation in this regard should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified.

viii. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.

ix. In case of source code is purchased by the Bank, the Intellectual Property Rights on the software code should be assigned to the Bank through a copy Right or IPR document.

x. The Intellectual Property Rights on the software code, copyright and source code for the customization made under this contract, analytical models used / developed for this contract and any other component/ framework/ middleware used/ developed to deliver the solution, should be assigned to the Bank through a Copyright or IPR document.

xi. The proposed solution and future enhancements will be subjected to VA, PT and secure code review through the Bank's empaneled agencies. The vendor should ensure that all reported observations are closed before the solution / change goes live at no additional cost to Bank.

xii. Other items are mentioned in Annexure–I in detail.

40. Technical Documentation:

i. The Vendor shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components,

list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.

iii. 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.

41. Patent Rights/Intellectual Property Rights:

i. For any licensed software used by the finally selected L1/ TC1 Vendor for performing services or developing software for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services or third party software development. 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. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.

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 Vendor shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by the Vendor, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the

Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.

42. Liquidated Damages:

If the Vendor fails to deliver any or all of the products/ solution or perform 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, Sl No 19).** Once the maximum deduction is reached, the Bank may consider termination of the Contract.

43. 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.

44. 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 44(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "**corrupt practice**" means (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.

45. 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 any or all of the Software Solution and 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 Software Solution; 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, Software Solution and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

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, Sl 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. Governing Language:

The governing language shall be English.

51. 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.

52. 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

53. 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 labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

54. 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.

55. 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

Sl No	Particulars	Remarks
1	**Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)**	1) Dy. General Manager (YONO-Ops & Services Email: dgmit.yonosp@sbi.co.in 2) Mr. Satyabrata Nath Chief Manager 022- 3954 5880 satyanath@sbi.co.in 3. Mr. R.Kalyan Srinivasan Manager 022-39545875 Ryali.srinivasan@sbi.co.in Plot no. D 41/1, First floor, TTC Industrial Area, State Bank of India, MIDC Turbhe, Navi Mumbai 400706 Phone No.+91 22 3954 5891
2	**Bid Document Availability including changes/amendments, if any to be issued**	RFP will available on Bank's website i.e., https://bank.sbi under 'Procurement & Others'.
3	**Last date for requesting clarification**	Till 12.11.2018. All communications regarding points / queries requiring clarifications shall be given in writing by e-mail.
4	**Pre - Bid Meeting at (venue)**	At 3 pm on 14.11.2018. Venue: As stated above in item 1.
5	**Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.**	19.11.2018
6	**Last date and time for Bid submission**	By 4 pm on 26.11.2018
7	**Address for submission of Bids**	Same as item 1 above

8	**Date and Time of opening of Technical Bids**	4:30 pm on 26.11.2018 OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid. 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**	Will be communicated to such Bidders who qualify in the Technical Bid.	
10	**Reverse Auction**	Will be communicated to such Bidders who qualify in the Technical Bid.	
11	**Tender Fee**	Amount Rs.25,000/- Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India.	
12	**Earnest Money Deposit**	Rs. 5,00,000/-	Validity 6 months period from the date of Bid opening -
13	**Performance Bank Guarantee**	15% of the total contract value	Validity 3 Years 3 months period from the date of purchase order
14	**Terms of payment**	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. 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.	

		Please refer to Commercial bid for more details.
15	**Delivery locations**	Details will be shared with the Successful Bidder
16	**Liquidated damages**	1% per week or part thereof of Contract Price subject to maximum deduction of 10% of the Contract Price for delay of each week or part thereof
17	**Transition Penalty (Refer Part-1, point No 42 sub point no (vi).**	15% of the total contract value

ANNEXURES

Annexure	Index
A	Bid form
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	Format of certificate to be issued by the Bank after successful commissioning and acceptance of the Software Solution and its associated services.
J	Penalties
K	Service Level Agreement
L	Non-disclosure Agreement
M	Pre bid Query Format
N	Pre-Contract Integrity Pact

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:xx:xxdated dd/mm/yyyy
~~~~~~

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

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 supply, installation, testing and commissioning of the Software Solution 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-K** 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 undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**

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

9. 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.

10. 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.

11. 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.

12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

13. 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.

14. 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).

15. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.

16. 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 201

_____

(Signature) *(Name)*

(In the capacity of)

Duly authorised 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:

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 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 average turnover of minimum Rs.50 crore during the last three financial year(s).		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years as on 31.05.18.
3.	The Bidder should be a profitable organization (on the basis of net profit) for at least 3 out of last 5 financial years as on 31.03.18		Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant
4	The Original Solution Provider should have experience of minimum 3 years in providing solution for financial data aggregation and analytics services as on 31.05.18 for institutions with minimum 5 Mn netbanking users.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
5	Client references and contact details (email/ landline/ mobile)		1. 2. 3.

	of customers for whom the OSP has executed similar projects. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)		
6	Deployment Methodologies covering proposed implementation plan with details of integration with external systems, data scraping & extraction processes, deployment architecture, process flow.		Documents on deployment framework, tools, templates & utilities to be provided.
7	Certification Requirements (as specified in Annexure C) Eg. Security Compliance		Copy of the Valid Certificate(s) to be provided
8	Project Management Methodologies		Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted
9	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes, if any are to be given on Company's letter head.
10	Bidders (OSP and/or SI) should not have been blacklisted for deficiency in service by any Bank, Financial Institution, Government in India or abroad.		Bidder should specifically confirm on their letter head in this regard.
11	The Bidder should have support setup with 2 hours of response time for both Primary and DR sites of the bank. If Bidder is an SI, they also need to have back to back arrangements with OSP.		Bidder should specifically confirm on their letter head in this regard.
12	The Bidder should be a company and have a local presence of support center and level 3 (highest escalation) locally in India.		Bidder should specifically confirm on their letter head in this regard.
13	The Bidder should make available at least three Subject Matter Experts (including one Data Scientist) with 3 years experience of implementing		Bidder should specifically confirm on their letter head in this regard.

	such projects with the selected OSP.		
14	The Bidder should agree to the terms and conditions of Service Level Agreement as per **Annexure-I and Annexure-M,** should they become **L1 bidder in** the reverse auction to execute a contract with the Bank.		Bidder should specifically confirm on their letter head in this regard.
15	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. **[No change/ addition or deletion to be made by the Bidder to any of the clauses.]**		Bidder should specifically confirm on their letter head in this regard.

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

Signature

Seal of Company

Annexure-C

Technical & Functional Specifications

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
1	The (OSP) for this solution should be compliant with the RBI (circular RBI/DNBR/2016-17/46 dated 02/09/2016 or the latest) and other applicable regulatory bodies.					
2	Vendor should provide an enterprise wide perpetual license for the proposed solution (for its Retail and Corporate customers. Refer “Licensing and implementation requirements” of Annexure-E for more details. Estimated load in terms of no. of customers is provided in Annexure F.					
3	The bidder (if SI) should engage the OSP who has all requisite permissions to provide account aggregation services.					
4	The vendor should have experience in providing PFM services in at least 2 major banks/FIs in India and additionally 2 in India or abroad.					
5	The vendor will need to provide all the data as a service to be consumed by any of the Bank’s channels for its retail and corporate customers of SBI including Foreign Offices and its subsidiaries in India or abroad.					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	The solution can be put to use at any domestic / international location where the Bank or its subsidiaries have a presence.					
6	Solution should have a consent management framework where all relevant consents are obtained for the access and usage of data from all sources and securely stored by the aggregator for reproduction when needed. The solution should also be able to obtain periodic consent from customers as per the regulatory guidelines in force. Going forward, the vendor should be able to integrate with the consent management framework of a licensed account integrator seamlessly at no additional cost to Bank.					
7	The solution should support integration with other Financial Information Providers (FIP) and Financial Information Users (FIU) as per the technical standards published by ReBIT and / or regulatory guidelines issued from time to time. Best practices for APIs for interfaces should be adhered to ReBIT guidelines / directions.					
8	This service should support integration with all delivery channels of the Bank (present & future).					
9	The solution should support responsive web technologies, SDK					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	based integration with mobile (Android, iOS, etc) and API based integration with other delivery channels of the Bank.					
10	The solution should also provide a functionality to review and revoke the consent partly or completely by the customer. This should result in disabling the aggregation and display of data for that specific account.					
11	The solution should also provide a functionality for the customer to be able to request for permanent deletion of specific data or for all of his/her held away accounts.					
12	The solution should always ensure a secure online services as governed by RBI aggregator guidelines and in compliance with IT Act including KYC requirements, if any, stipulated from time to time.					
13	The solution should be able to identify customer across financial providers to be able to provide one view without compromising or sharing the customer's PI data.					
14	The solution provided by the vendor should provide assured integrity with complete audit trail that can be retrieved and verified at any point in time by the authorized personnel of all actions including the logs pertaining to consent and access information.					
15	The solution should be able to retrieve data from other banking and financial portals adhering to the					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	Bank's IS policy and regulatory guidelines in force.					
16	The solution should be able to retrieve financial data from all statements but not limited to uploaded bank account statement, credit card, mutual funds, equity holdings etc.,					
17	The solution should be able to retrieve important insights and data from sources like 26AS, ITR etc.					
18	Tracking of held away accounts The proposed account aggregation solution should target bringing together all of the customers held away accounts into a single portal view such that all of the customers bank balance is available in a single location. The vendor should provide a single view of all held away accounts/relationship of SBI customers (retail / corporate including NRI customers and foreign currency accounts held in India or abroad) of SBI including Foreign Offices and its subsidiaries in India or abroad.					
19	Aggregated transactions reporting While the first level is about aggregation of balances from multiple held away accounts, this requirement is about pulling together transaction level data across multiple accounts and providers.					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	Typically, this data feeds into a more comprehensive portfolio performance report that can produce composite performance reports for the entire household across all those different accounts and investment providers.					
20	Expense Categorization The proposed solution should be able to effectively categorize and forecast all the income and expenses in an automated manner to make the data relevant and usable for the advisor and client.					
21	The platform should have a reporting framework to generate reports like Profit and loss, Capital gains, income tax related reports for filing of IT returns etc.					
22	Full net worth reporting The proposed solution should be able to report full net worth of customer as permitted by the Regulator e.g. postal savings account, mutual funds, shares, securities, insurance etc. and should not be limited to bank accounts.					
23	Continuous proactive monitoring The proposed solution should be able to aggregate financial information and cash flows from various data feeds, and scanning the data to spot potential financial planning opportunities on a continuous basis and provide					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	notifications to financial advisors to reach out to clients for proactive advice conversations.					
24	The vendor should provide solution to enable customers to setup financial goals and follow up with it regularly.					
25	Automated data-driven advice execution. The proposed solution should provide automated data-driven financial advice and recommendations.					
26	The vendor should build a Financial Dashboard for the customer with all the finances in one place					
27	The vendor should provide a functionality for the customer to manage income and expenses, Track cash flow, and perform a detailed budgeting.					
28	The vendor should provide a functionality for the customer to view net worth over time & manage investment holdings.					
29	The vendor should provide a functionality for the customer to perform financial health check and financial risk assessment.					
30	The vendor should provide a functionality for the bank to be able to perform cross-sell and up-sell of various banking products based on the PFM data					
31	The vendor should provide a functionality for the bank to be able					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	to perform targeted campaign management.					
32	The vendor should provide a functionality for performing advanced rules and ML based data analytics to provide relevant advisory and robo advisory as stipulated by SEBI (Investment Advisers) Regulation, 2013.					
33	The vendor should provide a functionality to provide an aggregated insight on MF, Equity, Credit Cards and all financial services including utility services etc.					
34	The vendor should provide a functionality to utilize the data obtained from the PFM solution to give customer useful insights and notifications like bill reminders, loan repayment reminder, card payment reminders etc.					
35	The vendor should provide a functionality with complete audit control where in a human intervention would be possible at any stage to either alter the processing rule or the advisory to a single person or a group.					
36	The solution should align with the reference flow depicted in the Figure 1 below.					
37	The solution should be able to integrate with all the data providers as depicted in Figure 2 below.					
38	The solution should be able to integrate with all the products mentioned below in Figure 3.					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
39	The solution should be deployable within SBI's ecosystem with no public cloud solution dependency.					
40	The solution should allow integration with all delivery channels of the Bank irrespective of the technology used. The solution should be able to provide white-labelled screens in addition to providing SDK, APIs for integration with other delivery channels.					
41	For white labeled solution, the mobile SDK that needs to be embedded in the Bank's mobile App will need to be less than 100Kb.					
42	The solution should be able to support integration through data extracts (csv, xls, txt, pdf etc), SDK, SOAP / REST APIs, XML feeds.					
43	Compliance to GDPR is mandatory, wherever applicable. Compliance with other international privacy compliance regulations would be required wherever applicable.					
44	The vendor should support statement analysis required for Digital Lending.					
45	The solution provided by the vendor should comply with all the Non Functional Requirements mentioned in Annexure-E					
46	The platform should support installation on any of the standard operating systems like Windows / UNIX / Linux / AIX / Solaris.					
47	The platform should support commercially available application					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	servers like Web logic, Web sphere, etc.					
48	The solution should have the capability to automatically classify the transactions based on the statement narration and also learn and improve based on the inputs provided by the users over time.					
49	The solution should provide a transaction categorization success rate of greater than 95% and accuracy should be greater than 95%.					
50	The transactions should be auto categorized into categories like Food, Accommodation, Restaurant, Travel, Education, Utility Bill, Grocery, Electronics, Furniture, etc. There should be a provision for Customer to classify the transactions manually through the user interface provided by Bank.					
51	The solution provided by the bidder should currently be used by at least 10,00,000 end users in India.					
52	The vendor will be responsible for supplying all software(OS and licenses included) as part of the solution and they will be responsible for management and support of these products including patch management etc.					
53	The solution provided by the vendor should work consistently in all types of mobile devices including low end smartphones.					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
54	No page will take more than 1 sec to load and no API will take more than 0.3 sec to respond.					
55	Even in the on premise deployment model, the vendor will be responsible for providing all the solutions including the generation of random IP addresses while logging into the customers other financial transaction portal.					
56	The solution should be able to support all the required second / multi factor authentication required for the application to access the financial information provider systems.					
57	The solution should be PA DSS and PCIDSS compliant and the vendor should also provide proof of having certified by at least one reputed entity for security compliance (application security, penetration security & code review)					
58	The frequency of pull of data from the external financial information provider systems should be a configurable parameter that can be set to either a time based pull or a login based pull (near real-time) or any other means.					
59	The system should have capability to send notifications as SMS, email and push, every time the consent is used to access the data from the external financial information provider systems.					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	Customer and Bank should also have means to review details of when the customer's held away accounts were accessed by the system.					
60	The customer should be given an option to unsubscribe and re-subscribe to the above mentioned notification.					
61	The vendor will need to arrange to have the access to the respective financial information provider systems for the purpose of testing the interface and all other scenarios.					
62	The solution must be Channel agnostic and Platform agnostic and should be able to integrate with existing enterprise backend systems.					
63	The vendor should provide an enterprise wide perpetual license for the proposed solution, with unlimited user license and for unlimited instances, which can be used across any domestic / international location					
64	The internal data would be provided in the banks existing format. Conversion to the vendor preferred format will need to be taken care by the vendor.					
65	The vendor will need to publish the total no. of financial institutions supported for online data aggregation as well as for PDF supported					
66	The solution should ensure compliance with UIDAI regulation on					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
	storage / handling AADHAAR numbers.					
67	The system should be able to automatically detect and alert the support personnel regarding any issues while fetching data from any external financial information provider systems.					
68	The system should be able to automatically detect and alert the support personnel if any new statement format has been released by the external financial information provider.					
69	The proposed solution should comply with the Bank's Data leakage prevention measures / policies. In case the proposed solution requires integration with the bidder's systems, the vendor should have data leakage prevention measures in place.					
70	Ability to read statements forwarded through email.					
71	Ability to compare financial behaviour of customer with similar peer groups.					
72	The solution should support sending automated alerts / reminders / notifications to customers on maturity dates, due date for payment of bills etc.					
73	The proposed solution should have a document storage, retrieval and sharing mechanism to store and share financial documents to select users.					

Sr. No	Required Functionalities/ Features for scoring	Compliance (Yes/No) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization (Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/ No)
74	The proposed solution should offer multi-lingual support for scraping, analyzing the statements (PDF, text, images etc) and reporting.					
75	The solution should be able to do Cash flow analysis for Corporate customers.					
76	The solution should be able to offer customized solutions for various segments of Corporate customers with separate dashboard for each segment.					
77	Screen scraping non-financial list from website.					
78	Technical know how and on-site hands-on training to identified Bank staff.					
79	Performance testing meeting response time SLA must be carried before go-live.					
80	VA, PT and secure code review of the proposed solution must be conducted and certificate should be tendered to the Bank on the bidders response.					
81.	Vendor should provide the details (specification, version etc) /sizing of hardware and software (other than PFM software solution) for hosting the PFM solution in the Bank's cloud infrastructure in a prescribed format."					

- The Bidder should provide the Bill of Material for a capacity of 20Mn, 50Mn and 100Mn users with an initial concurrency of 2000 users and scalable.
- The bidder should elaborate on the data privacy measures implemented in the solution.

- The bidder should submit the proposed project management methodology covering profile of project Team / previous Assignments of similar nature / Details project plan to be submitted.

Reference Flow Diagram for Personal Financial Management (PFM) Tool

Figure 1: Following flow depicts a sample illustration of data from a PFM perspective

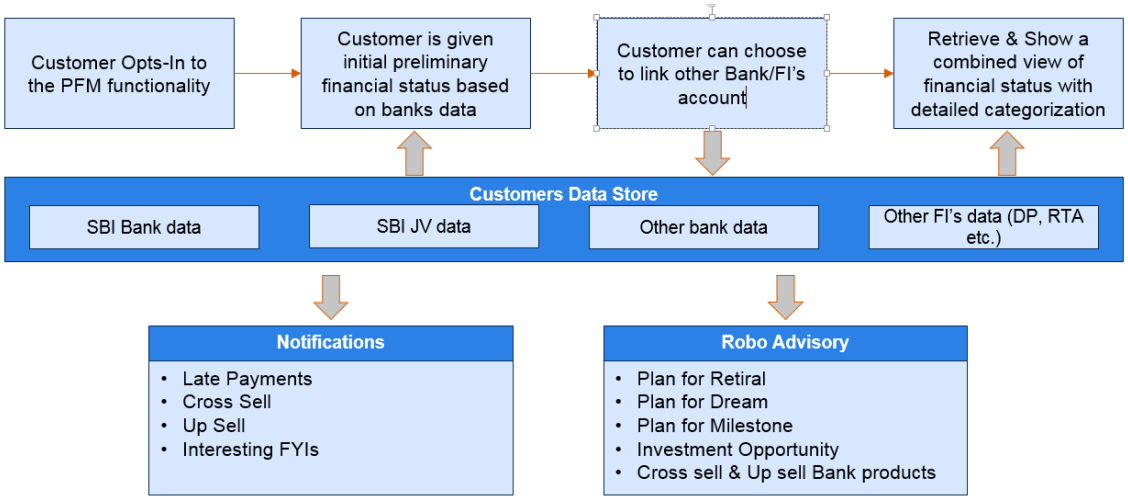


Figure 2: Following diagram depicts a sample illustration of external entities that the solution will need to integrate with in order to pull data from, for providing an overall financial status

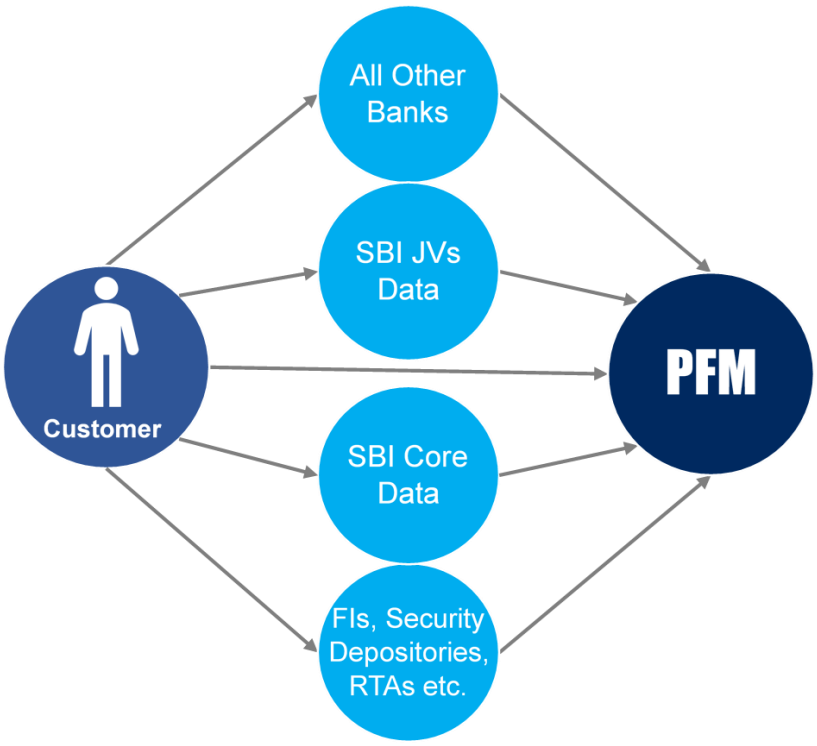
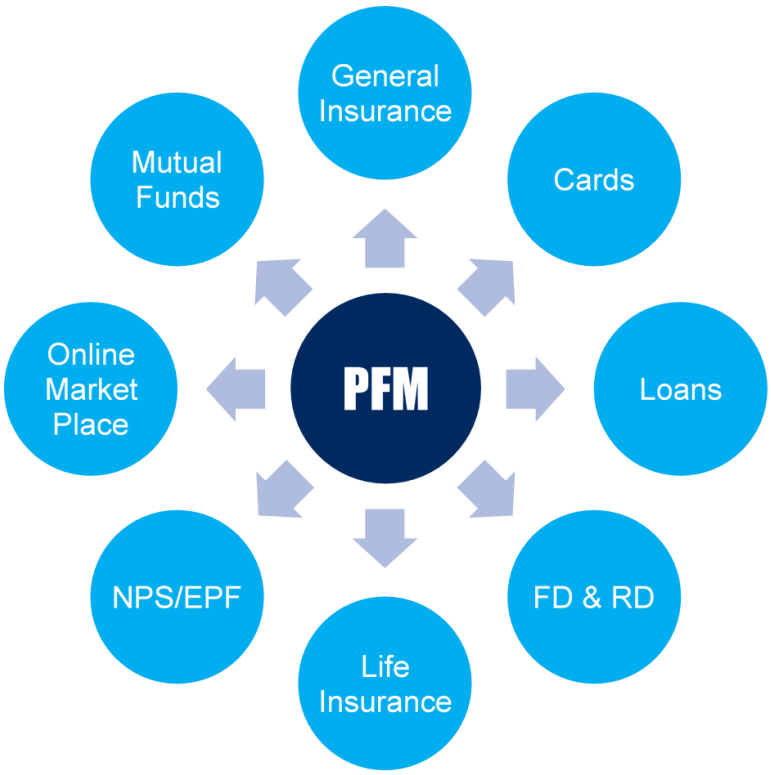


Figure 3: Following diagram depicts a sample illustration of all internal entities that the solution will need to integrate with for offerings cross-sell or up-sell opportunities.



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

Annexure-E

Scope of Work

Sl No	Requirements	Marginal comments
1	Functional Scope	The vendor will need to provide a solution to perform Personal Financial Management of SBIs customers. This solution can be broken down into the following important aspects • Aggregate all of the customers financial information related data from all of the sources where the customer holds a financial account with. Aggregation of data may be from other online systems or through statement upload. • Aggregate data from all sources (internal and external) and run analytics model based on rule and ML to offer customer financial advice that include but not restricted to cross-selling, up-selling of existing products and investment in Mutual Funds, FD's, ULIPS etc. • The solution will also need to take into consideration the customers risk profile, long term and short term budget goals while providing advises including robo wealth advisory and other product based notifications. • Tracking held-away accounts • Aggregated transaction reporting • Expense categorization • Full net worth reporting • Continuous proactive monitoring • Automated data-driven advice execution • The solution will be offered on all channels of the bank. The detailed technical and functional considerations are provided in **Annexure-C**

2	Licensing and implementation requirements	a) Vendor should provide an enterprise wide perpetual license for the proposed solution (for its Retail and Corporate customers). b) The Solution can be put to use at any domestic / international location where the Bank or its subsidiaries have a presence (current and future) c) The solution can be integrated with all customer touch points of Bank including Branches and other alternate delivery channels. d) Licensing requirements specified in Annexure-E are cumulative and covers the global requirements of SBI, its foreign offices and subsidiaries. Licenses will be valid till the entire duration of contract or such extended period till the Bank continues with the contract. e) Irrespective of the number of channels through which an individual customer accesses the aggregated data, it would be considered as a single customer for the purpose of licensing. f) Active users will be counted end of every month based on last 90 days (calendar quarter) of activity for the purpose of arriving license utilization. Customers who have used this service at least once in the preceding 3 months will be considered as active. g) There should be no limitation on the no. of bank's or financial institutions to be linked by the customer. h) The solution should be deployed in Dev, SIT, UAT, Pre-Prod, CUG, Production and DR environments, without any restriction on the number of instances / deployments / users, and necessary licenses should be included in the cost quoted in Commercial Bid. i) Best practices for APIs & Interfaces should be adhered to as per ReBIT and other applicable regulatory guidelines issued from time to time. j) Licenses will be valid till the entire duration of contract or such extended period till the Bank continues with the contract."
3	Help Desk Requirements	a) 24 * 7 * 365, online support facility b) The solution should provide an onsite support personnel for any immediate requirement.

		c) The expected time of on call response and resolution should be average 10 minutes per call. d) Escalation process should be in place for unresolved issues. e) Vendor support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc. f) Vendor should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc. g) The Bidder if SI should have back to back arrangements with the OSP to meet the SLA terms prescribed in Annexure-I of this RFP.
4	Reporting requirement	The system should support all the different reporting requirements of the bank that includes • Customizable user specific reports Eg. Net worth report, Goal tracking reports, Spend analysis etc. • Dashboard requirements Eg. Customer uptake reports on Upsell, Cross sell etc, Report on the performance of all the recommendations, Customer Alert reports etc. • Technical Audit Log trail reports for access control logs • Reconciliatory reporting where needed • Separate dashboard for each segment of corporate customers. • System health check dashboard for monitoring health of application including security vulnerabilities. • The detailed technical and functional considerations are provided in **Annexure-C.** Details of these will be defined in the requirement elaboration phase with the successful bidder.
5	In case of Transaction System	a) Audit trail requirement • All transactions should be securely logged with mechanisms in place to detect any modifications. • Users will need to be able to generate audit trails of every single transaction or modification for audit purposes. b) Reporting & analysis tool • The reporting functionality should be real-time accessed via a tool. There should be no

		wait time for a manual extraction process run overnight. • All the required dashboard and reports should be made available through an online tool to the business user. c) Agile change management process • The vendor should be able to incorporate all the necessary changes in the other bank's or financial systems online platform and ensure the changes are reflected as per the SLA provided below in ANNEXURE-I. • There should be no limitation on the no. of bank's or financial institutions to be linked by the customer. • Addition of any new bank or financial system as prescribed by SBI will need to be incorporated as per the SLA provided below in ANNEXURE-I
6	Performance Requirements	a) In terms of volume, the system should be able to support '2000' concurrent users to start with using this functionality at the same time and scalable as required. b) The solution should support an initial customer base of 50 Million users. c) The solution should be available 24x7 year round with an availability rating of 99.99% measured on monthly basis. d) The response time of the solution should be on par with the current OLTP systems with average page to page transition time of less than 1 sec and API average response time of 0.3 sec. e) Bank may engage any third party solution for performance monitoring of the proposed solution for which the Vendor should support at no additional cost to Bank. f) The solution should be initially deployed in the bank's DC and DR environment in India and should meet the RTO and RPOs defined by the bank. The Software Licenses should be provided accordingly. The Servers should be

		configured as an Active – Active cluster at the primary Data Centre and the Disaster Recovery Site. Required cluster licenses for both the sites should be included in the overall software cost.
7	Scalability Requirements	a) The solution should support horizontal and vertical scaling to meet the Bank's future requirement. b) Scaling process to be clearly defined by the vendor and should not involve any code changes. c) The number of users who will be utilizing the Software Solution overall as well as at a given point in time should be clearly specified by the vendor.
8	Regulatory Compliance Requirements	a) The solution should be compliant with the guidelines stipulated by RBI and all other governing bodies/regulators from time to time. The solution should also be compliant with regulatory guidelines of all international locations where SBI is present and from where data is collected. b) The vendor should hold the required licenses / permissions to provide this functionality to the customers on behalf of SBI. c) In a scenario where the regulator requires the aggregator function and PFM solution provider to be separated, the vendor will need to ensure that the compliance and service continuity is provided with zero disruption to the bank. The vendor will be responsible for any tie-ups, and necessary software changes to facilitate integration with any other data aggregator which is acceptable to the bank as and when needed without any additional cost to Bank. d) The **Aggregator** should comply with the data processing / storage, consent management and other regulatory guidelines issued from time to time.

		e) The consent artefact and associated notifications will be finalized with the shortlisted bidder. f) RBI guidelines and guidelines for aggregator must be adhered to by the OEM / OSP / System Integrator / Suppliers of products & services. g)
9	Security Requirements to be complied with	• All communication should happen over TLS1.2 or latest strong specification with end-to-end payload encryption using AES256 or higher. • All Regulatory / ReBIT compliance requirements / guidelines including, but not limited to, Authentication & Authorization, Data Security, API integration, Consent framework, Audit logs, Integration with Central registry etc, issued from time to time need to be met. • Data in transit or at rest should be encrypted to the highest possible encryption standards. • Security aspect of the solution should take care of Regulatory compliance of India, adopt Global best practices and meet security guidelines of network and information security policy of the Bank. Bank will provide virtual machines on its cloud infrastructure to deploy the solution.Please refer Annexure –E of RFP for more details. Load balancer and WAF to be supplied by the bidder. Bank's existing network and endpoint security controls can be leveraged. Any additional requirements for PFM Solution in particular will have to be arranged by the vendor. Bank can provide license for Oracle RDBMS. • The vendor should ensure that in case any security breach or frauds related to this solution occurs in other banks/ FI, the same need to be notified to SBI within 24 hours. • Vendor should integrate the solution with the banks Security Operations Center and DAM.

10	Limited Trial / Pilot Requirements	• The selected vendor may be asked to do Pilot for the integration of proposed solution with the Bank's application. This may include retrieval of data as a service as well as performing the required analytics separately. Customization of the solution, deployment and its integration with the Enterprise back end systems has to be done by the vendor at no additional cost to the Bank. Due technical assistance from respective IT partners of Bank's applications shall be provided for this purpose. • Solution should be deployed within 90 days (45 days (Setup) + 45 days (data integration, validation and deployment in pilot)). • Duration of pilot testing will be 90 days.
11	Compliance with Bank's IT, IS, Data policies etc.	a) As listed in section 26 "**Compliance with Bank's IT & IS Policies**" of this RFP. b) Any other policies, specified by Bank from time to time other than those mentioned above. c) The solution provider should not store or share any data outside the bank's infrastructure. d) The solution should ensure that the log collection, storage, management, integration are done in a secured and tamper proof manner. e) Log retention should adhere to the time frame as per the bank's log retention policy. f) Data retrieved by the solution from external financial information provider systems needs to be retained for a time frame as per the bank's data retention policy. g) Remote access from public domain / vendor's workplace to Bank's environment will not be taken by the vendor for any purpose including development, support operations, deployments, debugging etc. h) All internal systems used for operations and support should be integrated with the Bank's AD, PIMS, DAM, SOC, ITAM etc.

12	Technical & Functional Specifications	As per Annexure-C
13	Hardware / Software	• The solution should support on Premise deployment, on the bank's private cloud. • Any additional hardware required to operationalize the solution should be arranged by the vendor at no additional cost. • The solution should be bundled with all the required software along with the licenses valid for the entire duration of the contract period. • The solution should be deployed in Dev, SIT, UAT, Pre-Prod, CUG, Production and DR environments and necessary licenses should be included in the cost quoted in Commercial Bid.

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 _____".**

Name of the Bidder:

Sr. No.	Type of services / Items	Total amount in Rs.	Proportion to Total Cost (in percentage) #
1	Complete Solution as per the requirements specified with 12 months warranty, including one time perpetual license cost@ for 50 Mn Active users across the Bank in India or abroad.		
2	Support, Operations & Maintenance for year 1		
3	Support, Operations & Maintenance for year 2		
4	Support, Operations & Maintenance for year 3		
5	Support, Operations & Maintenance for year 4		
6	Support, Operations & Maintenance for year 5		
7*	One time perpetual license cost for each additional 10 Mn Active users across the Bank in India or abroad.		
8**	Man month (24 days) rate. Man day rate will be used for customization requests.		
	Total Cost (for eReverse Auction) ***		

***** Additional licenses will be indented on need basis. This should not considered as a commitment from Bank to obtain additional licenses.

****** Man day rate is the reference rate for future customizations to be taken up after warranty period (1 year after Go-live). **This component will not be considered for payment schedule**. This man day rate is for a Senior Developer (say x) resource (man month rate quoted in item 8 above divided by 24 days).

Project Manager	1.5x
Business Analyst	1.5x
Data Scientist	1.7x
Lead	1.3x
Data Analyst	x
Sr. Developer	x
Jr. Developer	0.9x
Admin - OS / App / DBA	1.1x
Facility Management / Support	0.5x

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

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1 Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

@ One time perpetual license cost for Dev, SIT, UAT, Pre-Prod, CUG, Production and DR environments without any restriction should be included in the cost. Active users as at the end of financial year i.e. 31st March will be considered for the purpose of arriving license utilization.

Note 1: Bidder should provide an enterprise wide perpetual license for the proposed solution (for its Retail and Corporate customers as specified in "Licensing and implementation requirements" of Annexure-E.

Note 2: Recommended that 60% should be the cost of operations & maintenance with 12% cost for each year.

Note 3: Maintenance should include the periodic validation of data and analytical model, accuracy of categorization, spend analysis and all product upgrades. It also includes support of up to 500 financial institutions, all its statement formats and a minimum of 20 additional use cases released during the maintenance period.

Note 4: Bidder should provide a breakup of item 1 covering cost of solution and software licenses.

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost (in %age)	L1 Price (INR)	Minimum final price should not be below (INR)*	Maximum final price should not exceed (INR)**
A	***B***	***C***	***D***	***E***	***F***
(a) Item 1	25	13.16		9.38	10.36
(b) Item 2	50	26.32		18.75	20.72
(c) Item 3	75	39.47		28.13	31.09
(d) Item 4	40	21.05		15.00	16.58
(e) Grand Total (1 + 2 + 3 + 4)	**190**	**100**	**75**		

*Computed as 'C' percentage of 'D' less 5%.
**Computed as 'C' percentage of 'D' plus 5%.

Breakup of Taxes and Duties

Sr. No.	Name of activity/Services	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
1.				
2.				
3.				
4.				
5.				
6.				
Grand Total				

Payment schedule:

Sr. No.	Type of services / Items	Proportion to Total Cost (in percentage) #
1	Deployment of complete solution as per the requirements specified in Annexure C, followed by successful completion of SIT, UAT and security review of solution by Bank & closure of all observations by the vendor and pilot launch in Production.	15%
2	Successful completion of pilot, Go-live of solution and successful setup and testing of DR.	15%
3	On completion of 12 months warranty period after Go-live.	10%
4	One time perpetual license cost for additional 10 Mn users across the Bank in India or abroad.	On need basis
5	Support, Operations & Maintenance for year 1	12% (payable at monthly intervals)
6	Support, Operations & Maintenance for year 2	12% (payable at monthly intervals)
7	Support, Operations & Maintenance for year 3	12% (payable at monthly intervals)
8	Support, Operations & Maintenance for year 4	12% (payable at monthly intervals)
9	Support, Operations & Maintenance for year 5	12% (payable at monthly intervals)
10	Man month (for 24 days) Rate Card for customization. This is the rate card for a Senior Developer.	This is the reference rate for future customization post warranty period.

Signature

Seal of Company

ANNEXURE-G

FORMAT FOR EMD BANK GUARANTEE

To:

Dear Sir,

EMD BANK GUARANTEE FOR
NAME OF SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT AND PROVIDE SUCH SOFTWARE SOLUTION/ SERVICES AS ARE SET OUT IN THE RFP NO.SBI:xx:xx DATED dd/mm/yyyy

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to develop, implement and support …… (name of Software Solution/ Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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 upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is 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……/- (Rupees …….only)

(b) This Bank Guarantee shall be valid upto …….

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …….

Yours faithfully,

For and on behalf of

_____
Authorized official.

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

WHEREAS M/s_____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support …… (name of Software Solution/ Service) (hereinafter referred to as **"Services")** to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

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 not withstanding 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 honoured by the Guarantor without any delay.

3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.

4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

(i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

(ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.

(iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

(iv) 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……/- (Rupees …….only)

(b)This Bank Guarantee shall be valid upto…….

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if 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.

_____

Authorised official

ANNEXURE-I

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

Date:

M/s.----------

Sub: Certificate of commissioning of Solution

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

   a) Bid No. ._____ dated _____ ___

   b) Description of the Solution _____

   c) Quantity _____

   d) Date of commissioning _____

   e) Date of acceptance test _____

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

   S.No. Description Amount to be recovered

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Software Solution.

4. The Vendor has fulfilled his contractual obligations satisfactorily*

   or

   The Vendor has failed to fulfill his contractual obligations with regard to the following:

   (a)

(b)

(c)

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

6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with stamp _____

_____

* Explanatory notes for filling up the certificates:

(a) The Vendor has adhered to the time schedule specified in the contract in providing the required Software Solution / Manuals pursuant to Technical Specifications.

(b) The Vendor has supervised the commissioning of the Software Solution in time i.e., within the period specified in the contract from the date of intimation by the Bank in respect of the installation of the Software Solution.

(c) Training of personnel has been done by the Vendor as specified in the Contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Software Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

ANNEXURE-J

Penalties

Note: Suitable Penalties metric may be devised keeping in view of the criticality of the proposed procurement. An example of Indicative format has been provided in Software and Service Level Agreement for guidance.

1. As part of technical support, round the clock technical support with resolution time frame as per the matrix given below:

Type of Request	Response time	Resolution
Critical Priority (P1) • Platform issues leading to unavailability of solution, covering, but not limited to, e.g. Consent management, Application not responsive, Auto update or data sync not working, Unable to parse statements for majority of users, APIs are non-functional, solution is unresponsive.	Detection and action plan within 4 hours	Within 24 hours
High Priority (P2) • Eg. Interface not working due to changes in the format of the other financial institution, PDF layout of an existing bank has changed.	Detection and action plan within 24 hours	Within 3 working days
Low Priority (P3)	Detection and action plan within 2 working days	Within 7 working days or as agreed by the bank
Enquiry (P4)	Within 3 working days	NA
Enhancements	Workaround or action plan within 5 working days	Mutually agreed timelines

Adding a new financial institution (For Online or PDF support)	Within 3 working days	Next maintenance release or 15 working days whichever is earlier.

2. Warranty, AMC and Support

1. Fixes for bugs identified during the period of contract will have to be extended free of cost to the Bank.
2. The Vendor should have back to back technical support from the platform provider.
3. The Vendor will warrant all the software against defects arising out of faulty design, workmanship etc. throughout the contract period.
4. Availability of technical expertise and SMEs to extend continuous support to the on-site team.
5. The vendor should be able to implement the suggested solution in partnership with multiple system integrators of Bank.
6. The vendor will be responsible to manage day-to-day operations, system administration & maintenance, database administration, backup and recovery, system support, troubleshooting, technical support, patching, configuration, deployment, change & release management and Support (L1, L2 & L3) and DR & BCP activities.
7. In case the entire platform is unavailable because of P1 bug / deficiency in application, necessary technical resource (SME) may have to travel for onsite resolution. Necessary commercials for this resource shall be negotiated with the winning bidder at the time of signing the contract.
8. The on-site team of the vendor should be able to support switch over to and resume operations from an alternate site with minimum downtime.
9. Vendor in consultation with Bank will decide on the Change Requests (CR) to be taken up for coding. SI will then estimate the man days required for each CR and prepare a User Requirement Document (URD). After URD approval from Bank, vendor team will start working on the CRs. If URD is not available, vendor team will start working on the approved CR. The Bank shall impose a penalty as per item 2 of the Penalties section of this annexure, in case the vendor is unable to meet the delivery timelines.
10. The vendor should publish uptime reports at the frequency desired by the Bank.
11. The vendor should provide Root Cause Analysis for issues as and when requested by Bank, within 2 days of the incident.

3. Penalties

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

Metrics:

Following metrics will be used to calculate the penalty:

Start date: Requirement initiation / URD approval date as applicable
End date: Proposed date for moving to production
Actual End date: Date when delivered

Exclusions: Duration of delay on account of the following will be excluded:

1. Change in priority assigned to a module due to urgency with prior written approval from the Bank.
2. Change in module requirements.
3. Testing on account of dependencies on CBS / Merchant / Network etc. not attributable to vendor
4. Unavailability of infrastructure in staging and other dependable environments like staging Core, network, etc. which are beyond the control of vendor.
5. Unavailability of inputs from dependent entities like Merchants, third parties, etc. which are beyond the scope of vendor.

Penalties:

Item 1: Delay in implementing the solution

- Delay beyond 7 days from any agreed phase: Rs. 10,000 per week.

Item 2: Delay in delivery of Change Requests

- Delay beyond 7 days from any agreed milestone: Rs. 10,000 per week.
- Delays due to defective CR will be considered in the total delay.

Item 3: Unavailability of solution due to known issues / defects

- Delay beyond the agreed SLA: Rs. 30,000 per day.

Item 4: Deficiency in services offered under Facility Management / Professional Services

- 99% to 99.99% availability - Rs. 1,00,000
- 98% to 99% availability - Rs. 3,00,000
- < 98% availability – 50% of the monthly outlay

Item 5: Failure to Support new financial institution / changes in financial institution interface or their statements format

- Delay beyond the agreed SLA: Rs. 10,000 per financial institution.

"The aggregate value of the penalties for delivery and implementation will be subject to a maximum of 20% of the payment due for items 1, 2 and 3 of payment schedule; and penalties for remaining items will be subject to a maximum of 20% of the payment due for the corresponding year starting from the go-live date."

The penalty may be recovered from the project cost / PBG as per discretion of the Bank. Refer Annexure-M for detailed Service Level Agreement.

Terms of Conditions

1. Solution provided along with any customised features developed as part of this RFP can be put to use in State Bank of India, it's foreign offices and its subsidiaries for its Retail and Corporate customers.
2. For any technology / software / product used by the Vendor for performing services or developing software for the Bank as part of this RFP, the Vendor should have right to use as well right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Vendor / Subcontractor should not put the Bank at risk.
3. Preparation and maintenance of alternate setup at DR site shall be the responsibility of the vendor.
4. The Vendor shall in accordance with acceptable computing practice to make good with all possible speed at its own expense any defect in any portion of the Project which may be identified on the Acceptance Certificate or develops and is notified to the Vendor during a period of twelve calendar months after the Acceptance Date and which results in a failure of the Software to fulfil the functions or meet the level of performance detailed in the Contract.
5. All information processed by the vendor during software development & maintenance belongs to the Bank. By having the responsibility to maintain the software product, the vendor does not acquire implicit access rights to the information or rights to redistribute the information. The vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.
6. Bank shall provide the Vendor's on-site team, a suitable place of work and desktop computers. Necessary access to data and backend systems to facilitate integration will be provided to the team.
7. Infrastructure for off-site resources has to be provided by the vendor. Necessary software licenses for the off-site team will also have to be arranged by the vendor.
8. The Vendor should integrate the software that would be developed with various enterprise backend systems as per requirement of the Bank and carry out thorough system integration testing.
9. The technical qualifications and experience of the resource identified for this project, either on-site or off-site, will be subject to proper scrutiny and acceptance by Bank.
10. The resources earmarked for this Project should not be redeployed in the ordinary circumstances. The continuity should be maintained at least for 6

months. Where the resource deployed is not measured up to the bank's expectations, it may ask for suitable replacement.

ANNEXURE-K

Service Level Agreement

SOFTWARE/SERVICE LEVEL AGREEMENT

_____ Department

State Bank Global IT Centre, Navi Mumbai

 # This document is in the nature of a general template which needs customization by concerned department 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.

Commencement Date:

Date of Expiry:

Contents

1. DEFINITIONS & INTERPRETATION 96
2. SCOPE OF WORK 100
3. FEES /COMPENSATION 100
4. LIABILITIES/OBLIGATION 102
5. REPRESENTATIONS &WARRANTIES 103
6. GENERAL INDEMNITY 105
7. CONTINGENCY PLANS. 106
8. TRANSITION REQUIREMENT 106
9. LIQUIDATED DAMAGES 106
10. RELATIONSHIP BETWEEN THE PARTIES 107
11. SUB CONTRACTING 107
12 INTELLECTUAL PROPERTY RIGHTS 108
13 INSTALLATION 109
14 INSPECTION AND AUDIT 109
15 SECURITY AND CONFIDENTIALITY 110
16 OWNERSHIP 113
16---- SOURCE CODE ESCROW AGREEMENT 115
17 TERMINATION CLAUSE 116
18 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW 118
19 POWERS TO VARY OR OMIT WORK 119
20 NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY 120
21 LIMITATION OF LIABILITY 120
22 FORCE MAJEURE 121
23 NOTICES 122
24 GENERAL TERMS & CONDITIONS 123

This agreement ("Agreement") is made at…… (Place) on this ----------day of _____ 2018.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its……,[1] hereinafter referred to as "**the Bank**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the First Part:

AND

……[2]a private/public limited company/LLP/Firm *<strike off whichever is not applicable>*incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at …….. hereinafter referred to as "**Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

A. "The Bank" is carrying on business in banking in India and overseas and is desirous to avail services for ……..[3], and

……..[4], and

B. Service Provider in the business of providing ……..[5], and has agreed to supply _____ (Software) and/or providing the Services as mentioned in Request for Proposal (RFP) No. ……. dated ……..

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

issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

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

1. DEFINITIONS & INTERPRETATION

1.1 Definition

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

A. 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices) and subsidiaries. *< Strike of whichever is inapplicable>*

B. "Code" shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.

C. "Confidential Information" shall have the meaning set forth in Clause 15.

D. "Deficiencies" shall mean non satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby caused loss to a Party of this Agreement.

E. "Documentation" will describe in detail and in a completely self-contained manner how the user may access and use the ……. (name of the Software/ maintenance services) *<Strike off whichever is Inapplicable>*,[6] such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

F. "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).

G. "Open Source or Copyleft license" shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.

H. "Project Cost" means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.

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

[6] Name of Software

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

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

L. "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.

M. 'Services' shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. 'Services' shall also include the implementation services, training services and maintenance Services <*Strike off whichever is Inapplicable*> and other obligation of the Service Provider to be provided under this Agreement.

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

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

1.2 Interpretations:

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

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

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

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

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

1.3 Commencement, Term & Change in Terms

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

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

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

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

2. SCOPE OF WORK

The scope and nature of the work which 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 hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

3.1.2 …….

3.1.3 …….

3.2 All duties and taxes (excluding[7] _____ or any other tax imposed by the Government in lieu of same) , if any, which may be levied, shall be borne by 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. _____ <insert tax payable by the Bank> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

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

3.4 Payments

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

3.4.2 The Bank may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which Service provider

[7] Please determine the applicability of the taxes.

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 schedule[8] specified in this Agreement.

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

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

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

3.5.7 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 Agreement.

4. LIABILITIES/OBLIGATION

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

(i) Processing and Authorising invoices

(ii) Approval of Information

(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) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.

(d) .....

(e) ……..*<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 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of …… (Term) from the date of acceptance.

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

5.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the warranty period (up to.....).

5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.

5.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

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

5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

5.7 Service Provider warrants the Bank against any license or IPR violations on its part or on the part of subcontractor, wherever permitted, in use of any technology /software /product for performing services or developing software for the Bank as part of this Agreement.

5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.9 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.

5.10 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

5.11 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.

5.12 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 when requested.

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

5.14 ……

5.15 ……<*any other additional warranty can be incorporated*>

6. GENERAL INDEMNITY

6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly or indirectly on account of any deficiency in Services or breach on any obligations mentioned in clause 5[10] 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 on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider..

6.2 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.

6.3 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to 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. Nothing

[10]Please See Clause 5 'Representation and Warranties'

contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of Software.

7. CONTINGENCY PLANS.

7.1 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 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 Rs._____ on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure H.

9. LIQUIDATED DAMAGES

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this 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 and faith 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 Providershall 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 / solution developed/used/supplied by Service provider for performing Services or licensing and implementing Software and solution for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third party product. 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, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copyleft 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 its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights

of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

12.4 Service Provider shall expeditiously extinguished any such claim and shall have full right to defend it there from. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; and; (b) will at no time admit to any liability for or express any intent to settle the claim.

12.5 Service provider hereby grants the Bank a fully paid-up, irrevocable, unlimited, perpetual, non-exclusive/exclusive license *<strike off whichever is not applicable>* throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

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

13 INSTALLATION

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

14 INSPECTION AND AUDIT

14.1 It is agreed by and between the parties that 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.

14.2 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.

14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority 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.

15 SECURITY AND CONFIDENTIALITY

15.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any

patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

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

15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.

15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

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

(i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.

(ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.

(iii) Where if receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

(v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

15.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for

unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

15.9 Service provider shall 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.

15.10 Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.

15.11 The security aspect of the solution/Software will be comprehensively reviewed periodically by the Bank, and Service Providers hall carryout modifications / updates based on the security review recommendations on case to case basis.

15.12 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.

15.13 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.

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

16 OWNERSHIP

16.1 Service provider will provide source code for every version of the Software supplied or customized/developed specifically for the Bank, without any cost to the Bank, and it will be treated as the property of the Bank.

16.2 The source code /object code /executable code and compilation procedures of the Software solution made under this Agreement are the proprietary property of the Bank and as such Service provider shall make them available to the Bank after successful User Acceptance Testing.

16.3 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.

16.4 Service provider shall ensure proper change management process covering impact assessment, requirement and solution documents detailing changes made to the Software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The source code will be delivered in appropriate version control tool maintained at the Bank's on site location.

16.5 Service provider shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as Source Code. Necessary backup and restoration of the revision control software related information will be handled by the service team as per the approved backup policy of the Bank.

16.6 For each application developed by Service provider on Software, including third party software before the platform become operational, Service Provider shall deliver all documents to the Bank, which include coding standards, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.

16.7 Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the Software supplied/ customized under this Agreement before its production release.

16.8 All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and

documents (other than tools being proprietary to Service provider) and used for customized Software developments hall be the exclusive property of the Bank.

16.9 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, 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.

16.10 All information processed by Service provider during Software development/ customization, implementation & 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---- SOURCE CODE ESCROW AGREEMENT[11]

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

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

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

[11] This agreement is to be made wherein ownership over the Software is not provided. The user department has to delete inapplicable para.

(i) In the event wherein Service provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or

(ii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfill his contractual obligations under this Agreement; or

(iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or

(iv) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or

(v) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or

(vi) Any other release condition as specified in source code escrow agreement.

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

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

17 TERMINATION CLAUSE

17.1 The Bank, without prejudice to any other remedy for breach of Agreement, shall have the right to terminate the Agreement in whole or part, at any time, by giving a written notice of at least ……(term) to Service Provider, if Service Provider 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.

17.2 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 Agreement is terminated, and the date upon which such termination becomes effective.

17.3 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, software or services similar to those undelivered and Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

17.4 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.

17.5 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

(i) If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

(ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.

(iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

17.6 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.

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

17.8 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.

18 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

18.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

18.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either Party [the Bank or Service Provider] shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the Parties.

18.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the

applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

18.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

18.5 Arbitration proceeding shall be held at …….. (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.

18.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at ……(place) only.

18.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

19 POWERS TO VARY OR OMIT WORK

19.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified

variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation 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.

19.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

20 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.

21 LIMITATION OF LIABILITY

21.1 For breach of any obligation mentioned in this Agreement, subject to clause 21.3, 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.

21.2 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.

21.3 The limitations set forth in Clauses 21.1 shall not apply with respect to:

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

(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 15[13],

(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.

22 FORCE MAJEURE

22.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

22.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

[12] Please see Clause 12 'IPR Indemnification'
[13] Please see Clause 15 'Security and Confidentiality'

22.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

23 NOTICES

23.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

23.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

23.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

……..

……..

……..

(b) In case of service provider

…….

……..

……..

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

24 GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

(i) This Agreement;

(ii) Annexure of Agreement;

(iii) Purchase Order No._____ dated _____; and

(iv) RFP

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

24.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

24.10 COUNTERPART: This Agreement may be executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India	**…….Service Provider**
By:	**By:**
Name:	**Name:**
Designation:	**Designation:**
Date:	**Date:**
WITNESS:	
1.	1.
2.	2.

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:*

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

3. Documentation:

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

4. Place of Service[14]

[14]Brief description of place of service

1.	_____
2.	_____

5. Standard Services

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

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

6. Maintenance/ Upgrades

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

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

7. Correction of Deficiencies in Deliverables

7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirments, for which

Service provider is responsible within the timelines as mentioned in this Agreemnet, the Bank may at its discretion:

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

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

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

8. Service Milestones[15]

Milestones[16] related to in-scope services and/or components includes <*Strike off whichever is not applicable*>:-		
Service Category	Milestone	Duration (in months/weeks/days/hours)
Development <*Strike off if not applicable*>	<*Brief description of milestone*>	<*mention the duration* >
Delivery	<*Brief description of milestone*>	<*mention the duration* >
Installation	<*Brief description of milestone*>	<*mention the duration* >
Configuration	<*Brief description of milestone*>	<*mention the duration* >
User Acceptance Testing	<*Brief description of milestone*>	<*mention the duration* >
Documentation	<*Brief description of milestone*>	<*mention the duration* >
Training	<*Brief description of milestone*>	<*mention the duration* >

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

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

Live in Production	*<Brief description of milestone>*	*<mention the duration >*

9. Risk Management

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

b. Service Request[17]

ANNEXURE-B

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

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

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

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

SL no.	Service level category	Service level object	Measurement range/criteria

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

1.	RPO during disaster for shifting to *<Place>*	<…….(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery><*strike off which ever in not applicable*>	<……><*to be filled in by the concerned dept. depending on the criticality of service*>

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

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

ANNEXURE-C

APPLICATION DEVELOPMENT & MAINTENANCE METRIC.

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

		depending on the criticality of service>	*depending on the criticality of service>*

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

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

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

ANNEXURE-D

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

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

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

SERVICE LEVEL REPORTING/ FREQUENCY[18] *<strike off if not applicable>*

<Describe the service level reporting frequency and methodology>

SERVICE REVIEW MEETING[19] *<strike off if not applicable>*

Report Name	Interval	Recipient	Responsible

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

- President,
- Members…….

[18]The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.
[19]The purpose of this section to describe the frequency of meeting and composition of service review board.

ANNEXURE-E

ESCALATION MATRICS[20] *<strike off if not applicable>*

[20] To ensure that the service beneficiary receives senior management attention on unresolved issues, the service provider operates a problem escalation procedure in order

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

ANNEXURE-F

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.

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

PENALTY FOR NON PERFORMANCE OF SLA

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

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 G

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 used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (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 _____ *2018* at _____

(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

ANNEXURE H

Transition & Knowledge Transfer 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 than …….month 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 within2 (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).

ANNEXURE-L

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 used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (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-M

Pre-Bid Query Format
(To be provide strictly in Excel format)

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

ANNEXURE-N

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 farm, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other B1DDERs.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERs

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.

2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede,

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

2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.

2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for

this purpose would be as defined in Section 6 of the Companies Act 1956.

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

3. Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from 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.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete

satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding

could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 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.

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

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India

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

7. Independent Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

....

....

....

....

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his

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

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 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.

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

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

For BUYER	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.