

# **Request for Proposal (RFP) for Support for**

**CRM System including add-on applications, Liferay Intranet Portal and for Business Process Management Software- Process Maker (e-NOTE) for the period of three years**

**SBI Capital Markets Ltd**

**Ref: CO/IT/1999**

**Date: 11-Nov-2019**

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**Fact Sheet**

<b>Item</b>	<b>Description</b>
Method of Selection	The method of selection is Quality and Cost Base Selection (QCBS) The weights given to the Technical and Financial Proposals are: <b>Technical = 70%</b> and <b>Financial = 30%</b>
Date of RFP issuance	11-Nov-19
Last date for Submission of Pre-Bid Queries	19-Nov-19 All the queries should be received on or before the prescribed date & time, through email only with subject line "<Bidder's Name> - Pre-Bid queries for RFP CO/IT/1999". The queries should be submitted as per the format prescribed in " <b>Annexure G</b> " for Pre-bid Queries".
Pre-Bid Conference Telecon Time, Date, & Venue	Will be conveyed
Issue of Clarifications/Corrigendum	21-Nov-19
Last date and time for Bid/Proposal submission (on or before)	29-Nov-2019
Date and time for Opening of Technical Bids.	02-Nov-19 (Closed BID)
Language	Proposals should be submitted in English only.
Bid Validity	Proposals must remain valid up to 60 (Sixty) days from the actual date of submission of the Bid.
Currency(ies)	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication, seeking clarifications & submission of Proposal	Name: Simon Pinto Email: simon.pinto@sbicaps.com Address: SBI Capital Markets, 202, Maker Tower E, Cuffe Parade, Mumbai 400 005

## **1 Introduction**

SBI Capital Markets Ltd. (SBICAP) is India's largest domestic Investment SBICAP, offering the entire gamut of investment SBICAPing and corporate advisory services. These services encompass Project Advisory and Loan Syndication, Structured Debt Placement, Capital Markets, Mergers & Acquisitions, Private Equity and Stressed Assets Resolution.

We are a complete solutions provider offering diversified financial advisory and investment SBICAPing services, innovative ideas and unparalleled execution to our client base across all stages of the business cycle. Our services range from venture capital advisory, project advisory, buy and sell-side advisory, accessing financial markets to raise capital and even restructuring advisory in their turn-around phases.

Founded in August 1986, SBICAP is a wholly owned subsidiary and the Investment SBICAPing arm of State SBICAP of India (SBI), the largest commercial SBICAP in India.

### **1.1 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 SBI Capital Markets Ltd (Company), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by SBI Capital Markets Ltd, 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 SBI Capital Markets Ltd 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. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. SBICAP, 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. SBICAP 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 SBICAP is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Company 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.

## **1.2 Definitions**

**Owner:** SBI Capital Markets Ltd.

**System Integrator:** Shall mean, the agency that provides all necessary supplies and services for the successful implementation of the Integrated Solution

**Request for Proposal (RFP) / Tender Document:** Shall mean, written solicitation that conveys to the Bidder, requirements for products/ services that the Owner intends to buy and implement.

**Bid / Proposal:** Shall mean, the offer by the Bidder to fulfil the requirement of the Owner for an agreed price. It shall be a comprehensive technical and commercial response to the RFP.

**Successful Bidder:** Shall mean qualified & Successful in the bidding process and is given the award of Work.

Objective of this assignment is to appoint a suitable Software Consultant for the support of all internal applications of SBICAPs. SBICAP has been using: -

1. Customised CRM application for Client and Lead Management and for Compliance Test
2. Process Maker solution for internal Business Approvals
3. Liferay portal for Intranet Portal

In order to meet the Services requirements, the SBICAP proposes to invite tenders from eligible vendors as per details/scope of work mentioned in **Annexure-D** of this RFP document.

## **2 Eligibility Criteria**

Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

## **3 Cost of Bid**

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 SBICAP or any other costs incurred in connection with or relating to their Bid. SBICAP 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.

## 4 Instruction to Bidders

### 4.1 Contents of Bid

The bidder shall submit three sealed envelopes marked as “Technical BID” and “Commercial bid”. The bid documents should be in prescribed format as given in the next section. Proposals not in the prescribed formats will be rejected.

Envelope Number	Marked As	Content of Envelope
One	Technical BID	<b>One</b> Hard Copy of the Technical bid with Stamp and Signature of Authorised officer
Two	Commercial BID	<b>One</b> Hard Copy of the Commercial bid with Stamp and Signature of Authorised officer

All sealed envelopes as mentioned above will be placed in a single sealed envelope super-scribing name of the project (“**Tender CRM System including in-built add-on applications, Liferay Intranet Portal and for Business Process Management Software- Process Maker (e-NOTE) for the period of three years**”), the bidder's name and address, and the names of primary and secondary contact persons. This envelope has to be delivered to the address mentioned in the Fact Sheet.

- Failure to submit bid on time could cause a proposal to be rejected.
- Owner will not accept delivery of proposal by fax or e-mail.

### 4.2 Bid Format (Annexure and Formats)

A list of formats is provided for the bidder to complete and submit as a part of Technical and Commercial proposal. The bidders have to necessarily complete these formats without altering the formats as provided by the Owner. Lists of such formats are provided below:

#### **Technical Bid Format Contains signed and stamp copies of below formats**

Annexure Reference	Name of the Format
Annexure A	Technical Proposal Covering Letter
Annexure B	Bidders Eligibility Criteria
Annexure C	Bidders Profile
Annexure D	Scope of Work
Annexure E	Penalty
Annexure F	Client References
Annexure G	Pre-Bid Queries Template
Annexure H	Exceptions and Deviations, if any

## **Commercial Bid Format**

<b>Annexure Reference</b>	<b>Name of the Format</b>
Annexure N	Commercial Bid Format

### **4.3 Bid Currency**

All figures mentioned under the commercial bid should be in Indian National Rupee (INR). Commercial proposals in any currency other than INR would be considered non-responsive and hence rejected.

### **4.4 Bid Price**

Price Bid shall be as per the format given in **Annexure N**. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between the Owner and the Bidder.

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers all the Bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services. The base locations for the project execution shall be Mumbai.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

### **4.5 Bid Validity Period**

Bid shall remain valid for the time mentioned in the Fact Sheet.

### **4.6 Bidder Queries**

Any clarification regarding the RFP document and any other item related to this project can be submitted to the Owner as per the submission mode and timelines mentioned in the Fact Sheet.

The Owner will organize a pre-bid tele-conference and will respond to any request for clarification or modification of the bidding documents. The Owner will formally respond to the pre-bid queries after the pre-bid conference. No clarification will be entertained after the pre-bid conference.

Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by the Owner exclusively through a corrigendum. However, in case of any such amendment, the bid submission date may be extended at the discretion of the Owner.

Any corrigendum / notification issued by the Owner, subsequent to issue of RFP, shall only be communicated to the bidders through email.

Bidders must submit their queries as per **Annexure G** Template for Pre-Bid Queries.

### **4.7 RFP Modification**

- The Owner reserves the right to alter the requirements specified in the RFP for any reasons prior to the last date of submission of RFP. The Owner also reserves the right to delete one or more items from the list of items specified.
- The Owner may revise any part of the RFP, by providing a written addendum to all the short-listed bidders till the award of the contract. The Owner reserves the right to issue revisions to this RFP at any time before the award date.



#### **4.8 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 SBICAP may take. All the submissions, including any accompanying documents, will become property of SBICAP. The Bidders shall be deemed to license, and grant all rights to SBICAP, to reproduce the whole or any portion of their product/service 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.

#### **4.9 Tender Cancellation**

The owner reserves the right to cancel this tender at any time after publication & before award without assigning any reasons whatsoever & without any financial implication to the Owner.

### **5 Selection Process for System Integrator**

#### **5.1 Opening of Bids**

1. The venue, date and time for opening the & Technical bid is mentioned in the Fact sheet.
2. Bids will be opened in three parts (Technical and commercial) as indicated
3. The commercial Bids of only those bidders will be opened who qualify in Technical Round and score equal to or more than qualifying marks.
4. This is closed bid and presence of bidder's representative will not be required.

#### **5.2 Preliminary Examination of Bids**

The Owner will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the Bidding Documents will be rejected by the Owner and shall not be included for further consideration.

#### **5.3 Clarification on Bids**

During the bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

#### **5.4 Commercial Bid – Reverse Auction**

The owner reserves the right to cancel the Commercial Bids received in response to this RFP and may like to conduct reverse auction based on commercial bid response. However, bidder is required to give their final price in the commercial bid.

#### **5.5 Eligibility Criteria**

Each of the Qualifying condition mentioned below for the Application Support is MANDATORY. In case any of the conditions listed below is not met, the bidder will be disqualified.

Details are mentioned in **Annexure-B**

#### **5.6 Evaluation Process**

1. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the

SBICAP, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services are in use.

2. The Owner will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the Owner's discretion
3. Pursuant to complying to Technical BID, bidders will be short-listed for further commercial evaluation.
4. The bidders' proposal and methodology for support will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in **Annexure I**.
5. Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Only the bidders who score a Technical score of 60 or more will qualify for commercial bid evaluation.
6. The Final technical score of the Bidder shall be calculated as follows -

$$\text{Normalized Technical Score of a Bidder} = \left\{ \frac{\text{Technical Score of that Bidder}}{\text{Score of the Bidder with the highest technical score}} \right\} \times 100 \text{ (adjusted to 2 decimals)}$$

7. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at owner's discretion
8. The Commercial Bids of the technically qualified bidders shall be calculated as follows -

$$\text{Normalized Commercial Score of a Bidder} = \left\{ \frac{\text{lowest discounted quote}}{\text{Bidders discounted quote}} \right\} \times 100 \text{ (adjusted to 2 decimals)}$$

9. The final score will be Quality and Cost based with the following weightage:  
70%: Final Technical Score  
30%: Final Commercial score

$$\text{Final Score} = (0.7 * \text{Final Technical Score}) + (0.3 * \text{Final Commercial Score})$$

The bidder with the highest Final score shall be treated as the **Successful bidder**.

### 5.7 Award Criteria

SBICAP will notify successful Bidder (L1/TC1) 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 SBICAP within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance SBICAP Guarantee for the amount and validity in prescribed format given in Annexures of this document together with acceptance of all terms and conditions of RFP.

### **5.8 Notification of Award**

Owner will notify the successful Bidder in writing by e-mail followed by courier, to be confirmed by the Bidder in writing by email followed by courier.

### **5.9 Signing of Contract**

After the Owner notifies the successful Bidder that its bid has been accepted (through issuance of a Purchase Order), the Bidder shall sign and return back to the Owner duplicate copy of the Purchase Order as an acceptance of the PO within 7 working days along with following documents

### **5.10 Performance SBICAP Guarantee**

1. The bidder is required to submit BG for the amount of 10% of the proposed value for the contracted period from the SCHEDULED SBICAP.
2. The PBG is required to protect the interest of the SBICAP 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 SBICAP reserves the right to invoke the PBG.

### **5.11 Compliance to IT & IS Security policies**

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

- a) Responsibilities for data and application privacy and confidentiality
- b) Responsibilities on system and software access control and administration
- c) Custodial responsibilities for data, software, hardware and other assets of the SBICAP being managed by or assigned to the Vendor
- d) Physical Security of the facilities
- e) Incident response and reporting procedures
- f) Password Policy of the SBICAP

In general, confidentiality, integrity and availability must be ensured

### **5.12 Penalties**

As per Annexure - E

## **6 Roles & Responsibilities of Stakeholders**

### **6.1 Responsibilities of SBICAP**

The role of the Owner in the successful implementation of project includes discharging the following responsibilities:

1. Mobilize appropriate personnel from the Owner organization in the project team.
2. Mobilise the existing Vendors resources for transition and knowledge transfer
3. Owner will provide the following facilities to the successful bidder: Office seating space, Network connectivity, Internet, PCs for Project Team.

### **6.2 Responsibilities of System Integrator (SI)**

The responsibilities of the SI would be to execute all the activities mentioned in the Scope of Work for System Integrator.

The Bidder is also responsible for complete knowledge transfer from existing vendors

## 7 **Payment Schedule**

Sl. No.	Milestone
1.	Payment will be in INR
2.	Quarterly in arrears. 1 Month after raising Invoice. No interest will be payable for any delay
3.	For payment of AMC cost for each quarter the bidder must give breakup of each application
4.	Penalties, if any, on account of non-compliance of SLA, shall be deducted from invoice value.

## 8 **General Terms & Conditions of Contract**

- a) All responses by the BIDDER to this Requirement Document shall be binding on such BIDDER for a period of 365 days from the date of opening the commercial Bid.
- b) Any technical or commercial bid submitted cannot be withdrawn/ modified after the closing date and time for submission of the bid offers unless specifically permitted by SBICAP. However, the BIDDER may modify or withdraw its offer after submission provided that, SBICAP, prior to the closing date and time receives a written notice of modification or withdrawal.
- c) SBICAP reserves the right to reject any or all bids in full without assigning any reason whatsoever.
- d) The BIDDER has to adhere to the time schedule of activities mentioned in the Requirement Document and no request to change the last date or extend period/time for submission shall be entertained by SBICAP. However, SBICAP reserves its right to extend the date/time for submission of the responses without assigning any reason by notifying all the short-listed BIDDER.
- e) Any additional or different terms and conditions proposed by the BIDDER will be rejected unless expressly assented to, in writing by SBICAP.
- f) SBICAP may modify the Requirement Document by issuing addenda for any reason at any time prior to the final date of submission of Requirement Document response and will be communicated to all the BIDDER.
- g) SBICAP reserves the right to alter the requirements specified in the Requirement Document for any reasons prior to the last date of submission of Requirement Document. SBICAP also reserves the right to delete one or more items from the list of items specified.
- h) All taxes are subject to deduction of all statutory deductions applicable, if any.
- i) SBICAP reserves the right to accept or reject any and all proposals, to revise the Requirement Document, to request one or more re-submissions or clarifications from one or more BIDDER, or to cancel the process in part or whole. No BIDDER is obligated to respond to or to continue to respond to the Requirement Document. Additionally, SBICAP reserves the right to alter the specifications, in part or whole, during the RFP process, and without re-issuing the Requirement Document.

- j) SBICAP may revise any part of the Requirement Document, by providing a written addendum to all the short-listed BIDDER till the award of the contract. SBICAP reserves the right to issue revisions to this Requirement Document at any time before the award date.
- k) The Requirement Document and all supporting documentation/templates are the sole property of SBICAP and shall NOT be redistributed without the prior written consent of SBICAP. Violation of this will be a breach of trust and may, inter-alia, cause the BIDDER to be irrevocably disqualified.
- l) The Bidder shall not assign this Contract or sub-contract any portion or portions of the Contract without Owner's prior written consent, however, it shall not absolve the Bidder of the responsibility of fulfilling Owner's requirements.
- m) The Requirement Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SBICAP in relation to the provision of services. Neither SBICAP nor any of its directors, officers, employees, agents, representative, contractors gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Requirement Document. Neither SBICAPs nor any of its directors, officers, employees, agents, representative, and contractors has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the Requirement Document.
- n) All costs and expenses (whether in terms of time or money) incurred by the Recipient/ BIDDER in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SBICAP, needs to be borne entirely and exclusively by the Recipient / BIDDER.

### **8.1 Resource deployment**

The Bidder must not replace any personnel of the Project Team unless the personnel has resigned from the Bidder's Organization or has been asked to do so by the owner. If for any reason beyond the control of the Bidder, there arises a need to replace any personnel, the bidder shall provide a replacement person of equal or better qualification and experience, subject to written approval of the CV(s) by Owner.

### **8.2 Deviations**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. If there is any exception / deviation, same should be mentioned in **Annexure H Exception and Deviations**. An exception / deviation mentioned elsewhere will not be considered and such terms and conditions will be construed as complied as per the requirements specified in the RFP.

### **8.3 Acceptance / Rejection of Bids**

1. Owner reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Owner reserves the right to assess the Bidder's capabilities and capacity. The decision of the Owner shall be final and binding.
2. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.
3. Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.
4. Both delayed as well as late tenders are liable for rejection. Hence, offers reaching within the due date & time only will be accepted.
5. If there is any discrepancy in the price bid, it will be dealt as per the following:

- If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Owner, the bid is liable to be ignored.

#### **8.4 Arbitration and Jurisdiction**

1. Any arbitration shall be under the 'Arbitration and Conciliation act 1996' and the rules there under as amended from time to time. Centre of arbitration shall be in Mumbai.
2. The contract shall be governed by the Indian law. The suits/claims in respect of this contract shall be in the courts having jurisdiction at Mumbai.

#### **8.5 Sub-Contracting**

The Bidder shall not assign this Contract or sub-contract any portion or portions of the Contract without Owner's prior written consent, however, it shall not absolve the Bidder of the responsibility of fulfilling Owner's requirements.

#### **8.6 Liquidated Damage**

The liquidated damages is an estimate of the loss or damage that Owner may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalization, implementation, training, support/services, acceptance, etc., of the solution by the bidder).

In such delay in performance or non-performance of any or all of the obligations, the bidder shall be liable to pay the owner a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which is specified in **Annexure E Penalty**. Without any prejudice to the Owner other rights under the law, the Owner shall recover the liquidated damages, if any, accruing to the Owner, as above, from any amount payable to the bidder either as per the purchase contract, executed between the parties.

Liquidated Damages is not applicable for reasons attributable to the Owner and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Owner and Force Majeure. The bidder shall submit the proof authenticated by the bidder and the Owner that the delay is attributed to the Owner and Force Majeure along with the bills requesting payment.

#### **8.7 Confidentiality**

1. 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 SBICAP relating to its business practices and their competitive position in the market place provided to the selected Bidder by the SBICAP 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 SBICAP.
2. 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, SBICAP shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

3. Any document, other than the Contract itself, shall remain the property of the SBICAP and shall be returned (in all copies) to the SBICAP on completion of the Vendor's performance under the Contract, if so required by the SBICAP

### **8.8 Termination of Services**

Owner reserves the right to terminate BIDDERS services with 90 (Ninety) days prior notice without any reason. 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.

### **8.9 Patent Rights/Intellectual Property Rights**

1. For any licensed software used by the finally selected L1/ TC1 Vendor for performing services for the SBICAP, the Vendor shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the SBICAP at risk. The SBICAP reserves the right to audit the license usage of the Vendor
2. The Vendor shall, at its own expenses without any limitation, defend and indemnify the SBICAP 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.
3. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the SBICAP 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.
4. The SBICAP 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.

### **8.10 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 SBICAP shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance SBICAP Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the SBICAP and not by way of penalty for, inter alia, the time, cost and effort of the SBICAP, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the SBICAP 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 SBICAP, 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 SBICAP in the preparation of any documents, design or technical specifications of the Project.

### **8.11 Fraud & corrupt Practice**

1. 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 SBICAP 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.
2. Without prejudice to the rights of the SBICAP under Clause 21.1 hereinabove, if a Bidder is found by the SBICAP 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 SBICAP during a period of 2 (two) years from the date if such Bidder is found by the SBICAP 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.
3. 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 SBICAP 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 SBICAP, 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 SBICAP 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 SBICAP 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.

### **8.12 Termination of Insolvency**

The SBICAP 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 SBICAP.

### **8.13 Disputes (Applicable to Successful bidders only)**

1. 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.
2. The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the SBICAP or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

3. 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.

#### **8.14 Force Majeure**

“Force Majeure” means an event beyond the control of the Owner and the Bidder which makes it impossible or illegal for a party to perform the Contract, which is not attributable to the fault or negligence of the party affected and/or its Sub-Bidders and which could not have been foreseen or prevented by that party when exercising reasonable diligence, including but not limited to:

- earthquakes, landslides;
- explosion and fire, unless as a direct result of the Bidder or of his Sub Bidder’s negligence or acts or omissions;
- riot, commotion, sabotage or civil disorder, unless solely restricted to employees of the Bidder or of its Sub-Bidders;
- contamination by radio-activity from any nuclear fuel, nuclear waste or radio-active toxic explosion;
- war, hostilities (whether or not war is declared), invasion, act of foreign enemies or embargo; and.
- rebellion, revolution, insurrection, or military or usurped power or civil war

In the event of Force Majeure

- Neither the Owner nor the Bidder shall be responsible for any failure to fulfil its obligations under the Contract if and to the extent that fulfilment has been delayed, hindered or prevented by Force Majeure, provided that the Bidder shall have the benefit of this provision only if it takes all reasonable steps to protect the Work and minimise the effects of any Force Majeure event on the Work and the progress thereof.
- Should the Bidder be delayed by Force Majeure in performing any of its obligations under the Contract, that party shall notify the other party immediately giving the full particulars thereof along with tangible proof thereof submitted and intimated within 3 (three) days of the onset of such event, in writing and shall use its best efforts to minimise the effect of the Force Majeure on the Work and to take remedial measures.
- In the event of Force Majeure, the obligations affected by Force Majeure shall be suspended, as will any payment in respect of the suspended obligations, and the parties shall consult together with the view to determining mutually acceptable measures to overcome the difficulties arising there from. Under no circumstances shall the Contract Price be increased for the financial impact on either party of any Force Majeure.

#### **8.15 Limitation of Liability**

a) 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 Company arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Company’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/ Company’s related information to the extent of loss so caused.

- b) The limitations set forth herein shall not apply with respect to:
- claims that are the subject of indemnification pursuant to IPR infringement,
  - damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
  - damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - When a dispute is settled by the Court of Law in India.

- Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Company, provided such guidelines were brought to the notice of Service Provider.

### **8.16 Indemnity**

The Bidder shall, at its own expense, defend and indemnify the SBICAP against all third-party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof. Bidder will provide infringement remedies and indemnities for third party Products, on a pass-through basis. If the SBICAP is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that be included in a Bidder approved settlement. The SBICAP will issue notice to the Bidder of any such claim without delay and provide reasonable assistance to the Bidder in disposal of such claim and shall at no time admit to any liability for, or express any intent, to settle the claim. The Bidder shall also reimburse all incidental costs, which the SBICAP may incur in this regard.

### **8.17 Bid Response Cost**

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Owner, needs to be borne entirely and exclusively by the Recipient / Respondent.

### **8.18 Interest Liability**

In case of any delay in payment due to any reason, Owner shall not pay any interest on delayed payment.

### **8.19 Performance SBICAP Guarantee**

The bidder is required to submit BG for the amount of 10% of the proposed value for the contracted period.

### **8.20 Other**

- Any technical or commercial bid submitted cannot be withdrawn/ modified after the closing date and time for submission of the bid offers unless specifically permitted by the Owner. However, the bidder may modify or withdraw its offer after submission provided that, the Owner, prior to the closing date and time receives a written notice of modification or withdrawal.
- The bidder has to adhere to the time schedule of activities mentioned in the RFP and no request to change the last date or extend period/time for submission shall be entertained by the Owner. However, the Owner reserves its right to extend the date/time for submission of the responses without assigning any reason by notifying all the short listed bidders.
  - The Owner reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more re-submissions or clarifications from one or more bidders, or to cancel the process in part or whole. No bidder is obligated to respond to or to continue to respond to the RFP.
  - All payments are subject to deduction of all statutory dues applicable, if any.
  - The RFP and all supporting documentation/templates are the sole property of the Owner and shall NOT be redistributed without the prior written consent of the Owner. Violation of this will be a breach of trust and may, inter-alia, cause the bidder to be irrevocably disqualified.
  - The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party

to determine whether or not to enter into a contract or arrangement with the Owner in relation to the provision of services. Neither the Owner nor any of its directors, officers, employees, agents, representative, contractors gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Owner nor any of its directors, officers, employees, agents, representative, and contractors has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document. Any additional or different terms and conditions proposed by the bidder will be rejected unless expressly assented to, in writing by SBICAP.

**ALL Annexures**

**Request for Proposal (RFP)**

**SBI Capital Markets Ltd**

Ref: CO/IT/1999

**Date: 11<sup>th</sup> November 2019**

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# **1 Technical Bid Forms**

## **1.1 Technical Proposal Covering Letter**

### **BID FORM (TECHNICAL BID)**

[On Company's letter head]

(To be included in Technical Bid Envelope)

Date: \_\_\_\_\_

To:

SBI Capital Market Ltd,  
202 Maker Tower E,  
Cuffe Parade,  
**Mumbai – 400 005**

Dear Sir,

**Ref: RFP No.** \_\_\_\_\_

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 SBICAP and we offer to

\_\_\_\_\_ 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 on the date advised to us.

- i. While submitting this Bid, we certify that:
  - The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the Products/Services mentioned in this RFP in our indicative price Bid.
  - The rate quoted in price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage,

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

- iv. We undertake that we will not resort to canvassing with any official of SBICAP, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, SBICAP will have the right to disqualify us from the RFP.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by SBICAP.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement, scope of work and the related annexures/addendums as per template available in this RFP and the rates quoted therein for the orders awarded by the SBICAP up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Commercial Bid. In case of declaration as successful Vendor, we undertake to complete the formalities as specified in this RFP.
- ix. Till execution of a formal contract, the RFP, along with the SBICAP's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on SBICAP and us.
- x. 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.
- xi. We hereby certify that our name does not appear in any "Caution" list of RBI / SEBI or any other regulatory body for outsourcing activity.
- xii. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiii. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.  ~~<strike out if not applicable>~~
- xiv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with SBICAP for more than 6 months from the date of issue of purchase order.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by SBICAP to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.



xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by SBICAP 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**

**1.2 Bidders 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

**BIDERS ELIGIBILITY CRITERIA**

<b>Sl. No.</b>	<b>Mandatory Qualification Description</b>	<b>Evidence</b>
1.	<p>The System Integrator must meet ALL criteria stated below for at least 2 years out of the last 3 years:</p> <ol style="list-style-type: none"><li>1. Annual turnover from Indian Business of at least INR 8 Crore per year in Software business</li><li>2. The company should be profit making for the last 3 years.</li></ol>	<p>Audited financial statements for the last three financial years</p> <p>OR</p> <p>Statutory auditor's certificate for the last three financial years</p> <p>OR</p> <p>Self-certification from authorized signatory for the last three financial years. (Self-certification should be supported by Board resolution empowering the authorized signatory to sign on behalf of the company)</p>
2.	<p>The BIDDER must have been supporting application management activities in BFSI with direct SLA responsibility and providing L1, L2, L3 support on all technologies including ASP. Net, Java, and MS SQL platform. Process Maker &amp; Liferay etc. and must have at least <b>three</b> such AMS contracts ongoing</p>	<p>Completion certificate from the Customer for each complete implementation or Work Order Copies</p> <p>OR</p> <p>As part of speeding up the evaluation process, Owner may accept email confirmation however physical certificate need to be submitted later and before final award.</p>
3.	<p>The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.</p>	<p>Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum &amp; Articles of Association and full address of the registered office.</p>
4.	<p>Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Company)</p>	<p>Brief details of litigations, disputes, if any are to be given on Company's letter head.</p>

Sl. No.	Mandatory Qualification Description	Evidence
5.	Bidder should not have been blacklisted for deficiency in service by any Firm during the last <u>3</u> years.	Bidder should specifically confirm on their letter head in this regard.
6.	Bidder must have been certified with standard such as ISO 9001 or ISO27001 or CMMI Level 3 Standards	Copy of Certificate

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

**1.3 Bidders Profile**

1	Name of the Bidders Company			
2	Registered Office Address			
3	Year of Incorporation			
4	MD & CEO	Name		
		Telephone		
		Email		
		Designation		
5	Financial Details (for last 3 years) *	2016-17	2017-18	2018-19
	a. Turnover (Rs. In lakhs)			
	b. Profit after Tax (Rs. In lakhs)			
	c. Revenue from AMC/FMS (Rs. In lakhs)			
6	No. of years' experience in ASP.Net, Liferay Portal and Process Maker			
7	No. Clients where similar applications (Liferay, Asp.net and Process Maker) of are being managed under ongoing AMC contracts			
8	No. of clients in India in BFSI/Public Sector segment for AMS services			
9	No. of skilled engineers onboarded for ASP.net, Process maker and for Life Ray portal			
10	Certification ISO 9001 or 27001 or CMM level 3			

SIGNATURE OF BIDDER :  
(Authorised Signatory)

NAME OF BIDDER :

DESIGNATION :

COMPANY SEAL :

DATE :

#### **1.4 Scope of Work**

Owner proposes to seek Level 1, Level 2 & Level 3 application support, customization and enhancements to application functionalities, and application administration of the following all SBICAP internal Applications i.e. 1. CRM, 2. Process Maker -eNOTE and 3. Liferay portal

#### **Applications Scope**

Owner proposes to seek Application Management Services (AMS) for the in-scope applications through the use of proven methods, disciplines, skills, technologies and to deliver improved business value. AMS also defines the scope of application support services include:

The proposed scope for all applications support services is as follows: -

- i. **Service Request Management:** - The ability to create service requests from employees, allowing the employees to describe the problem/issues to:
  - a) Determine if a problem employee is encountering is attributable to an Error;
  - b) To assist in resolving Errors reported by employee that occur during normal usage of the Software.
  - c) 24 x 7 support for severity 1 issues
  - d) Quarterly reporting of tickets and submission of status for review along with Invoice.
- ii. **Documentation & Change Management:** The Resource deployed on-site must have an ability and ensure change management; proper documentation of any changes incorporated in the system and maintain proper version control over the changes to ensure roll-back in the eventuality of major fault in the application
- iii. **Updates & Patches:** Ensure upkeep and updating of all updates and patches to the development and production environment and Database in use by the Application
- iv. **Error & Program Code Correction:** To remedy Errors reported by employee Such remedy may consist of corrected portion(s) of the Software, Patches, or communication to employee of a Workaround that gives employee the ability to achieve substantially the same functionality as would be obtained without the Error
- v. **Reinstallation, Reconfiguration and DR Test:** Ensure reinstallation and reconfiguration of the software and Database on new systems whenever there is a Hardware issue or Hardware is replaced. The bidder is also required to provide support during DR mock drills.
- vi. **Resource:** A qualified dedicate resource acceptable to the Company should be available at the office premises. The Company must provide an alternate resource in absence of the primary resource. Though the resource would follow the work time schedule of the Company, the resource may be requisitioned for services on non-working day in the event of an emergency to meet deadlines. Onsite resource should be L2 resource and should have below skills: -
  - a) Dot net programming
  - b) Database programming skills in MS SQL 2016 above and Oracle PL SQL (optional)
  - c) MS Visual Studio
  - d) Minimum 4+ years' experience
  - e) Object oriented Programming

Onsite Engineer will primarily support CRM application and all its inbuilt modules (Conducting Online Tests and Reporting). The Process Maker and Liferay portal is required may be supported from Off-shore with shared resource arrangements; however, the primary responsibility to handle such request will remain with onsite resource.

- vii. **Reports:** Reports generation at user request must be facilitated at short notice. The service provider would be required to provide customised reports as and when demanded by the employees;
- viii. **Proprietary Rights;** Use of Source Code and Ownership of Libraries and third-party codes use in the Applications. All software changes delivered under this scope (including Updates, Patches and Upgrades, as applicable) and any modifications to the source code thereto will be transferred to the ownership of SBICAPS. If Customer's Software License Agreement contains a Source Code license grant of third-party libraries code (including Software License Agreements with a "reference source code" license grant), then the terms and conditions of that license grant shall govern Application's use of the Source Code Update, Patch or Upgrade, as applicable. If Application's Software License Agreement does not contain a Source Code license grant, the vendor has to grant SBICAP a restricted, personal, non-transferable, non-exclusive, internal-use license to use and modify the Source Code provided in an Update, Patch or Upgrade, as applicable, solely to the extent necessary to remedy any Error and to incorporate the Update, Patch, or Upgrade, as applicable, into the Software.
- ix. **Risk Mitigation and addressing Vulnerabilities in Audits:** The vendor would be required to address and provide fixes to the vulnerabilities pointed by the Company Auditors both in software and configuration and ensure the solution provided is documented.
- x. **Application Enhancement / Customisation:** In order to cater to the on-going enhancement and customizations requirements to the applications by the application users and business team at SBICAP, BIDDER proposes to perform minor enhancements and customizations to the In-scope application functionalities and reports via "Service Requests". The BIDDER proposes enhancements / customizations support for each of the in-scope applications in a Calendar Month for minimum 75 hours.
- xi. **Application and database backup:** The bidder's AMS team should guide SBICAP IT Team to undertake the application and database backup/restoration activities as per the standard procedure established by SBICAP. SBICAP has implemented backup solution using Symantec Back Exec 2020 for its systems and the bidder is required to use the same infrastructure for CRM system backups and consider this as regular task and shall undertake as part of AMS

### **Application Defect Management – L3 support**

BIDDER proposes to provide defect troubleshooting and resolution at the code / configuration / database level to the in-scope applications, batch jobs, interface and reports via "Service Request". Following table below summarizes the scope of the activities and the responsibilities of both BIDDER and OWNER, with respect to handling "Service Request" for Defect Management process.

The successful bidder is required to follow the Change Management process of SBICAP and implement the change in Production environment.

In order to cater to the on-going enhancement and customizations requirements to the applications by the application users and business team at OWNER, BIDDER proposes to perform enhancements and customizations to the In-scope application functionalities and reports via "Service Requests".

SBICAP requires that additional enhancements in the applications / customization in the existing application support for each of the in-scope applications in a Calendar Month is specified as **Minimum 75 hours for Monthly Enhancement Efforts.**

**The owner shall conduct an application vulnerability audit by third party/agency at periodic intervals and accordingly the bidder AMS team should find the fix and implement the solution for those vulnerabilities as per the recommendations by Auditors.**

## **Application and Database Backup**

The bidder's AMS team should guide SBICAP IT Team to undertake the application and database backup/restoration activities as per the standard procedure established by Owner. The Owner has implemented backup solution using Symantec Back Exec 2012 for its systems and the bidder is required to use the same infrastructure for CRM system backups and consider this as regular task and shall undertake as part of AMS

## **Application Support Window**

BIDDER proposes to provide the AMS support as per the service window specified below.

Support Type	Support Location	Service Window (IST)	Service Days
Level 1 and Level 2 Support	OWNER Premises, Mumbai, BIDDER India Delivery Centres	10:00 AM - 6:45 PM	Monday – Friday
Level 3 Application Support	Off-site		

# excluding OWNER India declared holidays

# 24x7 On-call Support for Severity 1 Problem Tickets.

### **1.5 AMS Transition Process**

AMS offering is divided into different phases that have been designed to move our partnership from contract initiation to a normalized state. BIDDER proposes following phases of the application maintenance support lifecycle:

1. Transition Period
2. Measurement Period
3. Steady state Period

Owner proposes a formal transition by the existing application implementation team and or existing AMS Support team at OWNER to BIDDER AMS support team. During the transition phase, application implementation team would ensure a seamless knowledge flow from the existing support team and also handover of system blueprint, technical specification and user training documents to BIDDER application support team.

### **1.6 Service Level Expectations**

The Severity Levels described in the following table would be used to categorize Support Request. The severity levels will be assigned initially by OWNER and the same would be validated by the BIDDER AMS team

Severity	Characteristics
Critical (1)	<ul style="list-style-type: none"> <li>▪ Production/Live system is down /malfunctioning affecting the entire / majority of application users</li> <li>▪ Major portions of the system or a critical functionality is unavailable</li> <li>▪ Transaction Processing halted for multiple LOB / Function / Assets</li> <li>▪ Corruption of Data or Data Loss in a Production/Live system causing severe impact on the business</li> <li>▪ No work-around available</li> </ul>
High (2)	<ul style="list-style-type: none"> <li>▪ Some of the application functionalities partially / not available resulting in restricted operations or causing impact to a specific group or department of users</li> <li>▪ Intermittent Error in a production or live System. Corruption of Data in a Production/Live system causing inaccurate reporting</li> <li>▪ Work-around exists but Potential Application Show-stopper</li> <li>▪ A Critical Severity issue with a work-around</li> </ul>
Normal (3)	<ul style="list-style-type: none"> <li>▪ System is operating close to normal, a non-critical Error has been detected</li> <li>▪ Error is not affecting the user's ability to use Systems and to complete the daily work</li> <li>▪ Intermittent Errors happening in other than Production/Live system degrading the performance</li> <li>▪ Authorization Changes / "How To" questions etc</li> <li>▪ Work can be completed using alternative methods and no impact to daily service levels</li> <li>▪ Any Critical or High Severity Error with an acceptable Workaround</li> </ul>

User calls will be responded according to the assigned severity level. Following table depicts the indicative service levels proposed for resolution of the Support Requests assigned to BIDDER support team.

Severity Level	Target Response Time	Proposed Solution / Work-Around Time	Monthly Adherence Expected#
Critical (1)	Within 1 Business Hour	Within 4 Business hours	98%
High (2)	2 Business Hour	8 Business hours	95%
Medium (3)	1 Business Day	To schedule fix, as mutually agreed, as part of future Planned Releases	90%

Owner has mentioned expected adherence during AMS services. Bidder is required to propose the Monthly adherence in Functional and Technical Evaluation inputs at the time of RFP process.



### **Service level Measurement Criteria**

1. OWNER user community reports problems only through the proposed call-flow mechanism. No direct access to the BIDDER Level 2 / Level 3 support engineers would be established by the end-user for call resolution.
2. "Target Response Time" is the time from when a Support Request is assigned to the Functional Support Team to when receipt is confirmed / acknowledged by an BIDDER consultant.
3. "Proposed Solution / Workaround Time" is the time taken after the support request has been acknowledged by BIDDER team to the time when the BIDDER team provides a fix or workaround to the problem ticket, excluding the time taken for user testing / signing off and transporting the changes to production.
4. Severity 2 / 3 tickets (Tickets logged in the Current Calendar Month + Backlog Tickets) and the minor enhancements are prioritized by BIDDER Project Manager and OWNER team based on the business impact and resource bandwidth availability.
5. For high severity incidents, OWNER agrees that key users / business experts are made available immediately to the BIDDER AMS Support team until the incident is resolved or a work around has been identified.

**1.7 Penalty**

<b>Level</b>	<b>SLA</b>	<b>Penalty</b>
Severity 1	Less than agreed as per bidder response and finalisation of contract	10% of the monthly payment
Severity 2	Less than agreed as per bidder response and finalisation of contract	5 % of the monthly payment
Severity 3	Less than agreed as per bidder response and finalisation of contract	1% of the monthly payment

Penalty will be adjusted in Monthly AMS billing.

Penalty for Overall Application Downtime

Expected Monthly Application Uptime by SBICAP= 99.5%

<b>Managed Application Uptime on Monthly Basis</b>	<b>Penalty</b>
98.5 % to 99.5%	2.5 % of the monthly payment
97.5 % to 98.5%	5 % of the monthly payment
<97.5%	7.5% of the monthly payment

**1.8 Citation Format /Client References-**

<b>Assignment Name:</b>	<b>Approximate Value of the Contract:</b>
<b>Country:</b>	<b>Duration of Assignment (months):</b> <b>Award Date (month/year):</b> <b>Completion Date (month/year):</b>
<b>Name of Client:</b> <b>Contact Name:</b>	<b>Address:</b> <b>Telephone Number:</b> <b>Email:</b>
<b>Narrative description of the project:</b> <b>(Give Details of Work that defines the scope relevant to the requirement)</b> <u><a href="#">Need 3 client's references</a></u>	

**1.9 Previous experience with SBI Group towards any assignment**

<b>Assignment Name:</b>	<b>Approximate Value of the Contract:</b>
<b>Country:</b>	<b>Duration of Assignment (months):</b> <b>Award Date (month/year):</b> <b>Completion Date (month/year):</b>
<b>Name of Client:</b> <b>Contact Name:</b>	<b>Address:</b> <b>Telephone Number:</b> <b>Email:</b>
<b>Narrative description of the project:</b> <b>(Give Details of Work that defines the scope relevant to the requirement)</b>	

**1.10 Template for Pre-bid Queries**

<b>S. No.</b>	<b>Page No</b>	<b>Section (Name &amp; No.)</b>	<b>Statement as per tender document</b>	<b>Query by bidder</b>	<b>Reason for Query</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**ANNEXURE-H**

**1.11 Exception and Deviations, if any**

<b>#</b>	<b>RFP / Annexure / FRS /</b>	<b>Details</b>

**ANNEXURE-I**

**1.12 Technical Evaluation Framework**

The Bidder's technical solution proposed in the Technical Evaluation bid document will be evaluated as per the requirements specified in the RFP and adopting the following evaluation criteria:

#	Evaluation Criteria	Total Marks
1	Bidders Profile & Experience	50
2	Client References	30
3	SBI Group previous experience with Bidder	10
4	Bidders Presentations on Capability and Transitions plan	10

**1.13 Performance Bank Guarantee- To be provided by Successful Bidder**

In consideration of SBI Capital Markets, 202, Maker Towers “E”, Cuffe Parade, Mumbai 400 005 (hereinafter called the "Company") having agreed from xxxSuccessful bidder namexxxx, having its registered office at xxxSuccessful bidder address xxxx, (hereinafter called the said Contractor which term includes supplier for the purpose of the guarantee) to accept the demand under the terms and conditions of the RFP for AMC & FMS Services for Computers and Peripherals dated 10th Sept,2015 (hereinafter called the said agreement) published by SBI Capital Markets, having its office at 202, Maker Towers “E”, Cuffe Parade, Mumbai 400 005 of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. xxxxx-(Figure in Words Only) we, xxxBank namexxx having our Head office xxxbank Addressxxx, and manage all places a branch at xx branch addressxxx (hereinafter referred to as "the Bank") at the request of xxxsuccessful bidders namexxx we do hereby undertake to pay to the Company an amount not exceeding Rs. xxxx/-(Figures in Words) against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reasons of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a written demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reasons of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor failure to perform the said Agreement. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. xxxx/-(Figures in Words)

3. We undertake to pay to the Company any money so demanded under this guarantee notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

The payment to so make by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the Bank agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till office/Department/Division of SBI capital Markets Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharge this guarantee or till its expiry date i.e. xxxxxx, whichever is earlier. Unless a demand or claim under this guarantee is made on us in writing on or before the date xxxxxx we shall be discharged from all the liability under this guarantee thereafter.

5. We, the Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, the Bank undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Notwithstanding anything contained herein above:

(i) Our liability under the guarantee shall not exceed Rs. xxxx/- (Figures in Words);

(ii) This Bank Guarantee shall be valid only up to xxxdatexxxx; and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before xxxdatexxxx.

All claims under this Guarantee shall be payable at Mumbai.

This Guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

**1.14 Non-Disclosure Agreement- To be provided by Successful bidder****NON-DISCLOSURE AGREEMENT**

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

SBI Capital Markets Limited constituted under the Companies Act 1956 having its Corporate Centre 202 Maker Tower E, Cuffe Parade, Mumbai-05 hereinafter referred to as "SBICAPS" which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

1. \_\_\_\_\_ is carrying on business of providing, has agreed to \_\_\_\_\_ for SBICAP and other related tasks.

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

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

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

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



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

## 2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving SBICAP an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub- Contractor shall also be constructed a breach of this Agreement by Receiving Party.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

## 3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials,

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

- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. Termination of contract
- (d) Disclosing Party may visit Receiving Party' s premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

#### 4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party' s patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided " As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party' s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ (“Effective Date”) and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer’s data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **5. Suggestions and Feedback**

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

Dated this     day of (Month) 20     at     \_(place)

For and on behalf of SBI Capital Markets Ltd

Name		
Designation		
Place		
Signature		

For and on behalf of \_

Name		
Designation		
Place		
Signature		

**1.15 SERVICE LEVEL AGREEMENT**

**AGREEMENT FOR SUPPORT FOR CRM SYSTEM INCLUDING ADD-ON APPLICATIONS, LIFERAY INTRANET PORTAL AND FOR BUSINESS PROCESS MANAGEMENT SOFTWARE- PROCESS MAKER (E-NOTE) FOR THE PERIOD OF THREE YEARS**

BETWEEN

SBI CAPITAL MARKETS LTD, CUFFE PARADE

AND

\_\_\_\_\_

Date of Commencement: \_\_\_\_\_

Date of Expiry : \_\_\_\_\_

## AGREEMENT

This agreement ("Agreement") is made on \_\_\_\_\_ day of \_\_\_\_\_  
20 .

Between

**SBI Capital Markets Limited**, constituted under the Companies Act, 1956 having its Corporate Centre 202 Maker Tower E, Cuffe Parade, Mumbai - 05 hereinafter referred to as "**SBICAP**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

\_\_\_\_\_, a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~ having its registered office at \_\_\_\_\_ hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

SBICAP and Service Provider are sometimes individually referred to as a " Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

### RECITALS

#### WHEREAS

- (i) SBICAP is carrying on business in investment banking in India and overseas and is desirous of availing support for **CRM SYSTEM INCLUDING ADD-ON APPLICATIONS, LIFERAY INTRANET PORTAL AND FOR BUSINESS PROCESS MANAGEMENT SOFTWARE- PROCESS MAKER (E-NOTE) FOR THE PERIOD OF THREE YEARS** (ii) ;
- (iii) ; and

Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by SBICAP mentioned in the Request of Proposal

\_\_\_\_\_ Dated: \_\_\_\_\_ issued by SBICAP 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 as follows:

## 1. DEFINITIONS & INTERPRETATIONS

1.1 **Capitalised Terms:** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

1.1.1 **SBICAP** shall mean the SBI Capital Market Limited (including domestic offices and foreign offices),

1.1.2 **“Confidential Information”** shall have the meaning set forth in Clause

1.1.3 **“Deficiencies”** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

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

1.1.5 **“Project Cost”** means the price payable to Service Provider over the entire period of Agreement (*i.e. Rs. <in words>*) for the full and proper performance of its contractual obligations.

**“Request for Proposal (RFP)”** shall mean RFP NO \_\_\_\_\_ Dated: \_\_\_\_\_ along with its clarifications/ corrigenda issued by SBICAP time to time.

1.1.6 **“Services”** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of Service Provider covered under the Agreement.

1.1.7 **“The Project”**: means *< here mention the details of the project under RFP >*.

1.1.8 **“The Project Site”** means Production site at \_\_\_\_\_ & DR site at \_\_\_\_\_ of SBICAP where the equipment is installed and serviced.

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 industry practices.

## 2 COMMENCEMENT & TERM

2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (**Effective Date**).

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

2.3 SBICAP shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_\_ years on the same terms and conditions.

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.



### 3 SCOPE OF SERVICES

3.1 The scope and nature of the work which Service Provider must provide to SBICAP (Services) is as follows:

3.1.1 Annual Maintenance for \_\_\_\_\_ years period, at the locations specified in this document.

3.1.2 Details are given as per **Annexure-D** of the RFP

### 4 REPRESENTATIONS AND WARRANTIES

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

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

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

4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.

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

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

#### 4.2 Additional Representation and Warranties by Service Provider

4.2.1 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.

4.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to SBICAP.

4.2.3 Service Provider shall duly intimate to SBICAP immediately, the changes, if any in the constitution of Service Provider.

4.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services provided by Service Provider to SBICAP do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

4.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to SBICAP as when requested.

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

4.2.7 *<provide details if any in respect of additional representation and warranties by service provider>*

## 5 **RESPONSIBILITIES OF SBICAP**

5.1 Processing and authorising invoices

5.2 Approval of information

5.3 *<provide responsibilities/dues of SBICAP which are not covered elsewhere>*

## 6 **RESPONSIBILITIES OF SERVICE PROVIDER**

6.1 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.

6.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.

6.3 Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by SBICAP, 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 SBICAP from time to time.

6.4 *<Please provide responsibilities/dues of Service Provider which are not covered elsewhere>*

## 7 **CONFIDENTIALITY**

7.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:

7.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project and shall procure and ensure that each of them complies with the

obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement; (ii) were in its possession on a non-confidential basis prior to the date hereof; (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information; or (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

7.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or wilful default.

7.3 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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.

7.4 Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of SBICAP in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

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

7.6 Any document received from SBICAP shall remain the property of SBICAP and subject to clause 7.2.6 shall be returned (in all copies) to SBICAP on completion Service Provider 's Performance under the Agreement.

7.7 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of Six (6) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **8 RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

8.4 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.

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

8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by SBICAP (including any amendment thereto) in

pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## 9 SUB-CONTRACTING

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

## 10 LIQUIDATED DAMAGES

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, SBICAP may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5 % of total Project Cost. Once the maximum deduction is reached, SBICAP may consider termination of the Agreement.

## 11 BANK GUARANTEE & PENALTY

11.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of \_\_\_\_\_ year(s) \_\_\_\_\_ month(s) from a Scheduled Commercial Bank in a format provided/ approved by SBICAP.

11.2 The Bank Guarantee is required to protect the interest of SBICAP against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

11.3 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule specified in this Agreement.

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

11.5 If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify SBICAP in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, SBICAP shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

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

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

## 12 **FORCE MAJEURE**

12.1 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.

12.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of the Contractor 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.

12.3 If a Force Majeure situation arises, Service Provider shall promptly notify SBICAP in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by SBICAP in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.4 If the event of Force Majeure continues beyond 30 (thirty) days, either Party shall have the right to terminate this 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.

## 13 **INSPECTION AND AUDIT**

13.1 It is agreed by and between the Parties that Service Provider be subject to annual audit by internal/external Auditors appointed by SBICAP/ inspecting official from the CAG or any regulatory authority, covering the risk parameters finalized by SBICAP/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to SBICAP and Service Provider shall submit such certification by such Auditors to SBICAP. Service Provider and or his / their outsourced agents / sub-contractors (if allowed by SBICAP) shall facilitate the same. SBICAP can make its expert assessment on the efficiency and effectiveness of the security, control, risk

management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by SBICAP. Except for the audit done by CAG or any statutory/regulatory authority, SBICAP shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by SBICAP or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to SBICAP regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

13.3 Service Provider further agrees that whenever required by SBICAP, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of SBICAP/ Reserve Bank of India and/or any regulatory authority (ies). SBICAP reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).

## 14 FEES, TAXES DUTIES & PAYMENTS

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

14.1.1 \_\_\_\_\_

14.1.2 \_\_\_\_\_

### 14.2 Payments:

14.2.1 SBICAP 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.

14.2.2 SBICAP may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service provider owes to SBICAP against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any



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

14.2.3 For payment Details: Refer **Payment Terms mentioned in the RFP**

## 15 GENERAL INDEMNITY

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

15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified SBICAP against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

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

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

of the same); or (ii) any unauthorized modification or alteration of the product by SBICAP.

## 16 TERMINATION

16.1 SBICAP may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 90 (Ninety) days, terminate the Agreement in whole or in part:

(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by SBICAP;

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

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

(iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 16.1(i) to 16.1 (iii), SBICAP shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, SBICAP shall have right to initiate action in accordance with above clause.

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

16.3 In the event SBICAP terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and subject to clause 17 Service Provider shall be liable to SBICAP for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.

16.4 SBICAP shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

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

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

16.4.3 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 SBICAP tantamount to fraud or prejudicial to the interest of SBICAP or its employee(s).

16.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

16.5 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to SBICAP all records, documents, data and information including Confidential Information pertains to or relating to SBICAP in its possession.

16.6 In the event of termination of the Agreement for material breach, SBICAP shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

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

## 17 **LIMITATION OF LIABILITY**

17.1 The maximum aggregate liability of Service Provider, subject to clause 17.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

17.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

17.3 The limitations set forth in clause 17.1 shall not apply with respect to:

17.3.1 Claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;

17.3.2 damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider;

17.3.3 damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;

17.3.4 Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to SBICAP, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 17 by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith. "Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

## 18 **CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.**

18.1 Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to SBICAP.

18.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of SBICAP.

18.2.1 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, SBICAP at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, SBICAP shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

18.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by SBICAP, at no extra cost to SBICAP, for ensuring smooth switch over and continuity of Services, provided where transition services are required by SBICAP or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of 10% of the total project cost on demand to SBICAP, which may be settled from the payment of invoices or bank guarantee for the contracted period.

## 19 **ARBITRATION**

19.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

19.2 The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

19.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act shall be enforceable in any court of competent jurisdiction.

19.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## 20 **GOVERNING LAW & JURISDICTION**

20.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

20.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the Parties under the Agreement.

## 21 **SEVERABILITY**

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

**22 POWER TO VARY OR OMIT WORK**

22.1 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. SBICAP 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 SBICAP, 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 SBICAP confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from SBICAP 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.

22.2 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.

**23 ENTIRE AGREEMENT**

23.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

23.2 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:

23.2.1 This Agreement;

23.2.2 Annexure of Agreement;

23.2.3 Purchase Order No. dated ; and

23.2.4 RFP

## 24 **NOTICES**

24.1 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).

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

24.3 Address for communication to the Parties are as under:

24.3.1 To SBICAP

SBI Capital Market Ltd,

202 Maker Tower E, Cuffe Parade,

MUMBAI – 400 005.

24.3.2 To Service Provider

\_\_\_\_\_  
\_\_\_\_\_

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

## 25 **MISCELLANEOUS**

25.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

25.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

25.3 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.

25.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

25.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of SBICAP. SBICAP may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

25.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of SBICAP in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of SBICAP.

25.7 The Parties agree that SBICAP shall have the right, but without any obligation to monitor and assess the Services to enable SBICAP to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Service Provider or the employees of Service Provider.

25.8 Service Provider agrees that the complaints/feedback, if any received from the customers of SBICAP in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by Service Provider.

25.9 Service Provider agrees that SBICAP shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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.

**SBI CAPITAL MARKET LTD**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:



## ***1.16 SBICAP Internal Applications Brief***

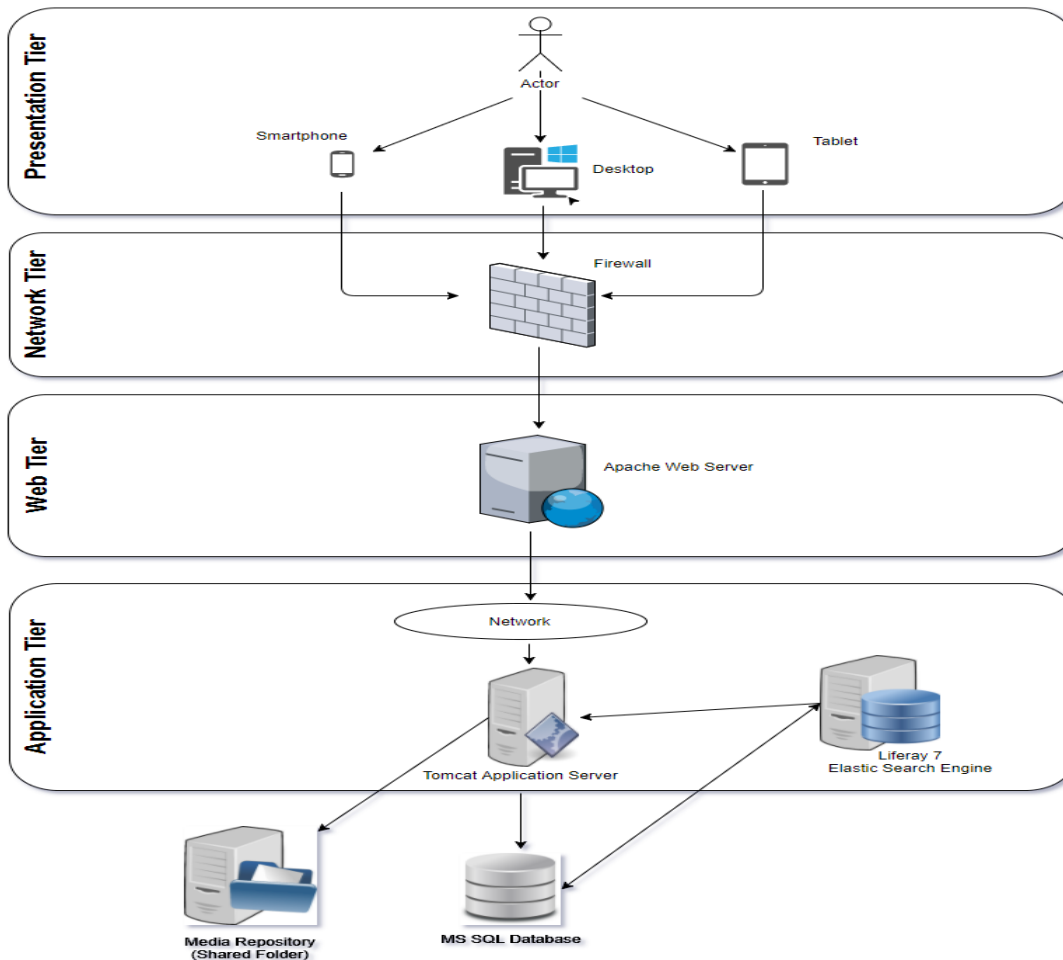
### **Liferay Portal**

- SBICAPS portal will be a robust, secure, web-based portal where SBICAP Employees will be able to find all the latest news, training and marketing materials, policies and procedures, report library etc. to manage their day to day business activity.
- Control panel will be as per default Liferay 7 implementation.
- Picture library and Web content for static data will be as per default Liferay 7 implementations
- The application will be scaled to serve requests from 500 concurrent users.
- SBICAP Employees will access the Portal through Desktop Web browsers (Internet Explorer, Google Chrome or Mozilla Firefox), mobile phones or tablet.
- The Web tier includes one Apache Web Servers. As shown in the reference architecture diagram, Web Server is connected with Application Server. We do not have any load balancer, since a single layer of Application Server will service all user request. Web servers can also act as components to serve static resources. The Apache Web Server connects with the Liferay Portal application server using mod\_jk, mod\_proxy, or mod\_proxy\_ajp connectors.
- The Application tier includes one Liferay Portal application server. Liferay Portal is bundled with Apache Tomcat Application Server. Application server interacts with Web Server using the AJP protocol or HTTP protocol. As shown in the diagram, there will be a communication link between Web Server and Application Server. The backend database is MS SQL database Server.
- Liferay Portal server will connect to MS SQL Database Repository tier. In MS SQL, one db schemas is created i.e. for Liferay as LiferayDB. In Liferay, one data source will be defined to access SBICAP Portal data and liferay data respectively.
- Liferay's Elastic Search is one of the powerful open source search features which is implemented in current environment
- The images, pdf files, ppt files and so on will be stored in a shared location that is accessible to both nodes of tomcat server in the cluster.
- All web requests for static resources such as JavaScript, CSS, or images will be directly served from the web server thus reducing the number of requests coming to the Liferay Portal application server. To implement this, all static resources will be copied from Liferay plugins to web server public directory. So, whenever there is a new version or plugin deployment in Liferay the static resources will have to be copied to web server public directory.
- The default configuration uses a cache on local instances.
- Ms SQL Performance will be responsibility of SBICAP
- SBICAP Portal has been designed in such a way that it can be rendered using IE, Google Chrome and Mozilla Firefox (it is User Responsive and can be viewed in Smart phones and Tablet). The above login page is a screen shot from Google chrome browser, it should be noted that Liferay 7 NTLM Single Sign On Authentication has been implemented and hence in browsers such as IE, an SSO Login Dialog Box appears as follows.
- After successful login, the user is redirected to Landing Page Landing page contains touch point to important links such as ERP, CRM Servicedesk, Policies and procedures, Form Bin etc.

- Home page contains a list of Quick Links, Search feature, Announcement section, Multimedia, Form Bin and more.
- Search feature has been designed to enable end user to perform search from all the available contents that resides in SBICAP Portal. The contents can be tagged, thereby facilitating search operation
- Liferay 7 default Telephone Directory module has been customized to display Employee Telephone Directory as per client's requirements. It retrieves and displays Employee information from AD Server.
- Lime survey is PHP7 based open source Survey Web based Application and it has been integrated with SBICAP Portal to provide survey features. Lime survey has been deployed on Apache v2.4 Web Server.
- Lime survey Admin interface is used to create and publish new surveys, these surveys once published will be displayed to the participants who can then participate in the survey and submit their responses. Lime survey also allows administrator to download survey results and generates charts based on participants responses.
- Coding Tools & Environment

Database Tools	MS SQL (MS SQL Management Studio)
Front End Tools	Eclipse Java EE IDE and Liferay 7 CE SDK
Operating System	Windows 2012 R2- Standard
Ms SQL Database	Windows 2016 enterprise

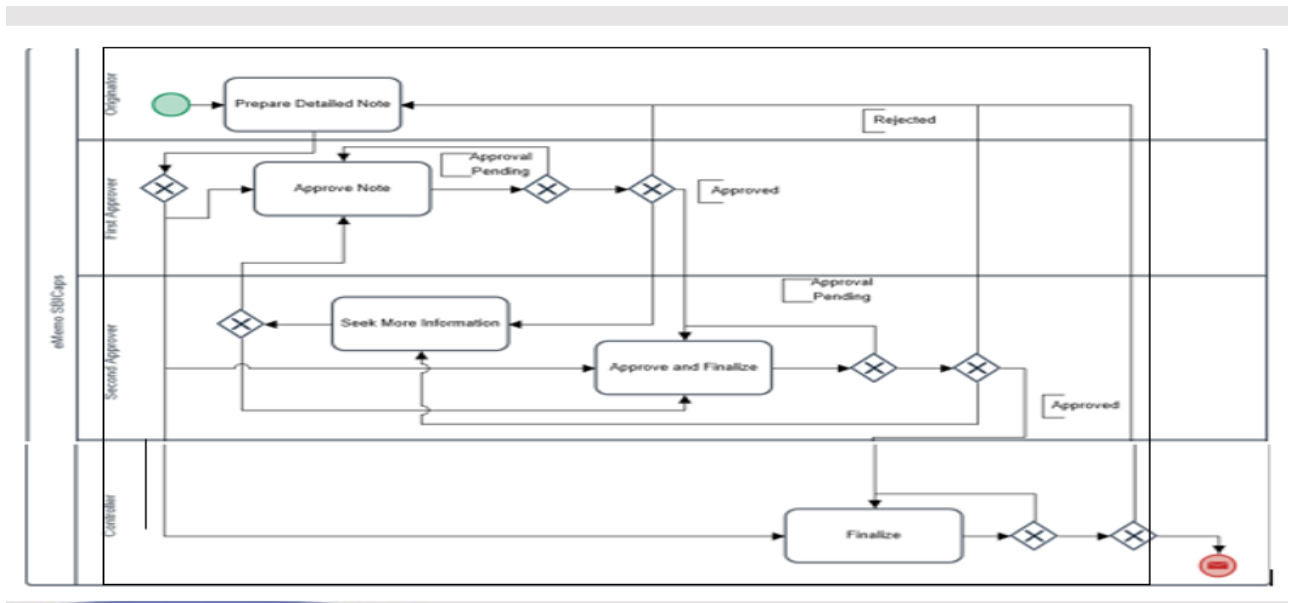
## Liferay Design Architecture



## PROCESS MAKER -BUSINESS PROCESS MANAGEMENT

- SBICAP has automated approval process using workflow solution and eliminate current paper-based approval system.
- Approvals are raised for various financial and non-financial purposes and approver is selected while submitting the approval note. Approvers are chosen based on delegation of financial powers (DFP) approval for various expense heads as per official note (this will be used for masters). Approval note is considered in this discussion as memo or note or case
- Requestor prepared detailed note with background, analysis and recommendation stating exact approval required. Refer Sample note in annexure I.
- Necessary annexures etc are attached as enclosures
- While raising the note requestor selects three stage approvers depending on DFP. i.e. From: , Through:( Intermediate approver) , To: (generally final approver. In all these three stages there can be multiple approvers that requestor can select. In from stage along with requestor there can be other approvers.
- Approval note will move through each stage once all the approvers have approved in each stage in the selected hierarchy and sequence only.
- There will be three options for approver: Approve, Reject, Seek More Information buttons with space for remark say up to 200 words.
- If **approver** approves, case will move to the next approver and all the remarks of previous approver will be seen.

- If approver rejects the note, it will be notified to all the members who had raised and those who have approved the note. Once rejected, there is no modification and resubmission of the note allowed.
- If approver “Seek More Information” on the case, it will be notified to the originator. However only action allowed is for the originator i.e. requestor who shall provide the necessary clarification on the note and resubmit. Post resubmitting the note, it will go to the approver seeking more info for approval.
- In some cases, “To” stage is meant only for information/Control purpose. In such scenario, case will be referred to the person for information purpose and all three choices will be made available. 1. Approved for Control, 2. Reject 3. Seek More Info.
- Process Maker Work Flow Diagram
- Application is hosted on Windows Server 2008 R2 OS with Database Server is SQL 2016 Ent.
- Integrated with Active Directory for Single Sign On



## Client and Lead Management System

### CUSTOMER RELATIONSHIP MODULE

- CRM application is being used by SBICAP for Client, KYC and Meeting creation and for Management and periodic tests for knowledge orientation.
- The employee creates the Client, KYC and meeting report in the application.
- Compliance quiz is designed for the employees to give quiz test with different groups for the employees of PASF ECM DCM ACCOUNTS GROUP ROs.
- The business lead is being created in the application and on approval of the lead the same gets migrated to Oracle ERP System.



- The application is currently integrated with Active Directory for Single Sign-on
- The current application is migrated to VS 2013 (.NET version 4.5) from SharePoint 2007. All SharePoint based documents has been migrated to File Folder Structure

### **Technology Stack: -**

1. .Net framework 4.5.
1. 3 tier architecture including data access layer and business logic.
2. Frontend C# language with ASP.NET.
3. Workflow has been written separately as logical and functional.

### **Software and OS**

- Windows 7 or 10- Endpoint
- Visual Studio 2017
- SQL Server 2016 Enterprise

### **1) For Server Instances**

#### **Instances of UAT and LIVE**

- Development
- Database Server
- Live Deployment server (IIS).

### **3. Development Methods**

One of the main development methods is that design of CLMS is made using Object Oriented Design technique.

### **4. Architectural Strategies**

- All data (Client, lead, kyc, meeting report) will be stored in a SQL-database (SQL server

will be used for storing data);

- User Interface Engine will provide interactions of CLMS with user through Internet;
- CLMS database management (generating e-mails when lead is created, approved and kyc approved) is carried out by CLMS System which is developed in ASP.NET C#.
- All modules of CLMS system can be modified by admin login for the central control over application;
- Interfaces in system for creating client, lead kyc is as per manager and VP hierarchy.
- Administrator will have all necessary functions and instructions for controlling database;
- System will communicate with users through e-mail notifications.
- If client and lead is failed due to invalid parameters of user information, then notification alert is generated through mail to application support.
- Application is integrated with Oracle ERP System v12.4.
- Compliance Test for Employee knowledge orientation is also built within CRM application.
- CLMS has compliance test quiz that notify employees through system generated email and schedule reminders from the database system as SQL job runs (Compliance Test Reminder email) quarterly depends on the management requirement it change.

## 5. System Architecture

Client and lead management system has three main components:

- Database for storing different types of data such as Client, lead etc. managed by an SQL database server.
- Client and lead management System engine (main core of SharePoint system migrated in .net framework asp.net C#).
- User Interface Engine (by means of this server user interact with database and web application).

**Figure 1** represents main structure of Client and Lead management System.

Figure 1 represents main structure of Client and Lead management System.

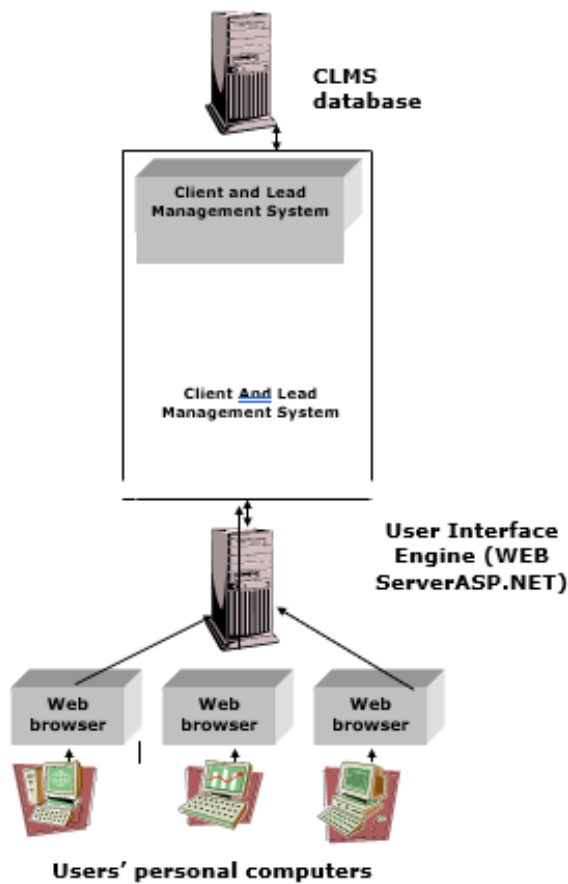


Figure 1

**Database.** Database is intended for storing different types of data such as Client, lead and KYC.

**Client and lead management system.** This is the core of CLMS system. It is intended for processing of client's lead KYC. By means of this functions LSE connects to database server (SQL server) and generate requests for data issue, data renew, deleting data, etc from database. Requests are made on standard language named Structured Query Language (SQL). LSE can be implemented by different ways. In this LMS system it will be implemented in .net asp.net.

**2 Commercial Bid Forms**

#	Price Bid Line Item	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	L1/L2 & L3 onsite support for SBICAP CRM System			
2	L1/L2 & L3 Off shore support for Liferay Intranet portal			
3	L1/L2 & L3 Off shore support for BPM software- Process Maker-eNOTE			
	Total	INR	INR	INR

**Taxes Extra**

*\*\* Any existing tax/duty not mentioned here will not be entertained at a later date*

*\*\* All import related duties shall be borne by the Bidder*