

PART 1: INVITATION TO BID

SBI-SG Global Securities Services Private Limited (hereinafter referred to as Company) has its Corporate Office at Santacruz (West), Mumbai. To meet the requirement of c the Company proposes to invite tenders from established product organizations (hereinafter referred to as “Bidder”) to undertake supply, installation, testing, commissioning, training and maintenance of Custodian Voting Platform and Data Services as per details listed out in this document.

The Bid should be submitted to the office of:

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annex (LIC) Building,
Opp. Santacruz Bus Depot,
S.V. Road, Santacruz (West),
Mumbai - 400 054

Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal. The Company reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders. The information provided by the bidders in response to this RFP document will become the property of SBISG and will not be returned. SBISG reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders, and such amendments will be binding on them.

SCHEDULE OF EVENTS & DETAILS

S.N.	Event Description	Dates
1	Date of commencement of Bidding Process (Publication of Tender)	07-Mar-2025
2	Last date and time for receipt of written queries for clarification from bidders.	12-Mar-2025
3	Pre-Bid Meeting	12-Mar-2025 3:30 PM
4	Last Date and Time for Bid Submission	13-Mar-2025 05:30 PM
5	Date of Technical Bid Opening	14-Mar-2025 3:30 PM
6	Date of Opening of Commercial bids	14-Mar-2025 4:30 PM

PART – 2 DISCLAIMERS

1. The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of SBI-SG Global Securities Services Private Limited (Company), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their 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 in this RFP and where necessary obtain independent advice / clarifications. The company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed duly by authorized officers of the Company with the selected Bidder.
3. The Company, 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 part of this RFP or arising in any way for participation in this Bid Stage. The Company 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.
4. The issue of this RFP does not imply that the Company is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire for the Project and the Company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Company, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

PART-3: Instructions for Bidders

Clause No.	Topic	Clause No.	Topic
	A. Introduction		D. Submission of Bids
1	Broad Scope of Work	1	Sealing and marking of bids
2	Eligibility Criteria	2	Deadline for submission of bids
3	Cost of Bidding.	3	Late bids
	B. Bidding Documents	4	Modification & Withdrawal of bids
1	Documents constituting the Bid		E. Bid Opening and Evaluation
2	Clarification of Bidding Documents	1	Opening of Technical Bids by the Company
	C. Preparation of Bids	2	Preliminary Evaluation
1	Language of Bid	3	Technical Evaluation of Bids
2	Documents comprising the Bid	4	Evaluation of Price Bids & Finalization
3	Bid Form	5	Contacting the Company
4	Bid Prices	6	Award Criteria
5	Delayed Schedule & Penalty for delayed deliveries	7	Company's right to accept any bid and to reject any or all bids
6	Documentary evidence establishing Bidder's eligibility and qualifications	8	Notification of Award
7	Documentary evidence establishing eligibility of products & conformity to Bid documents	9	Performance Guarantee
8	Period of Validity of Bids	10	Signing of Contract
9	Format & Signing of Bid	11	Miscellaneous

A. INTRODUCTION

1. Broad Scope of Work:

- a. Supply, installation, testing, commissioning, training and maintenance of Custodian Voting Platform and Data Services. Readymade product preferred.
- b. To provide all necessary product components and software licenses required to make the solution work strictly as per technical specifications. The specifications given are for the minimum range, but bidders can quote equivalent or higher technical specifications to meet the Company's requirements. However, no additional weightage would be given for higher configurations.

Our Requirement

Custodian Voting Platform and Data Services

We require web-based voting platform for processing of e-voting instruction to custodians on behalf of its clients for meeting events announced by listed companies.

We also require front-end access to Mutual Fund clients through which they provide their voting instruction which can be downloaded by the custodian to upload/execute the same on the applicable e-voting platform. Currently there are 5 agencies providing e-voting platforms to investors/institutional clients/custodians. Application should support uploadable file formats for all these 5 agencies.

The Web based voting platform should have the following features and should support a seamless voting experience.

- **Role-based Access:** Custodians should be able to set up logins for all their clients, who, in turn, can create multiple logins within their organization for internal use.
- **Comprehensive Meeting Data:** Custodians and clients should receive access to all general meeting information for companies within the client's portfolio.
- **Automated Meeting Alerts:** Clients should be notified of upcoming meetings relevant to their portfolios via auto-generated alerts.
- **Integrated Voting:** Clients should be able to directly cast votes through the platform, and these are automatically relayed to the custodian.
- **Format-Compatible Downloads:** Custody can download voting files in formats compatible with NSDL, CDSL, KARVY, LINKTIME, and BIGShare for easy upload to respective e-voting systems.
- **Response File Uploads:** Custodians should be able to upload execution response files from e-voting platforms, ensuring efficient record-keeping.
- **Completion Notifications:** Clients should be notified upon completion of the voting process by the custodian.
- **Meeting Alert Settings:** Clients should be able to set personalized alerts for upcoming meetings within their portfolio.
- **Regulatory Compliance:** Clients should be able to download compliance reports tailored to SEBI and IRDA requirements.

2. Eligibility Criteria:

- a. The standard BOM (Bill of Material) as per the SEBI CSCRF format should be submitted by all Bidders.

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

S.N.	Eligibility Criteria	Documents to be submitted
1	The bidder must be an Indian Firm / Company / Organization registered under Companies Act.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2		
3	OEM/Bidder should have: a. Office(s) in India b. Having engaged minimum 20 specialized staff in India	a. Registered office address and official URL. b. Declaration by the OEM on letter head.
4	The OEM/bidder must have a turnover of minimum Rs.5 Crores during any three of last four financial years.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years
5	The OEM/Bidder should be profitable organization (based on Operating Profit) for at least 3 out of last 5 financial years.	Copy of the audited balance sheet and / or Certificate of the Chartered Accountant
6	The OEM/Bidder should have experience of minimum 3 years in providing the readymade product & product services in BFSI segment.	Copy of the purchase order and / or certificate of completion of work by the customer
7	Client references for the product offered and contact details (email/landline/mobile) of customers for whom the OEM/Bidder has executed similar projects/products in the past (Start and End Date of the Project to be mentioned. Mention the latest projects / client references first). If the software is developed as per our requirement, we will need list of clients for whom Bidder has developed similar kind of development projects.	1. 2. 3.
8	Project Management Methodologies	Profile of project Team and their previous assignments of similar nature along with detailed project plan to be submitted
9	Deployment Methodologies	Documents on deployment framework, tools, templates & utilities to be provided
10	Support Infrastructure	Document on support infrastructure to be provided
11	VAPT Application Security Assessment Report	OEM/Bidder should provide VAPT Application Security Assessment Report.
12	Standard BOM (Bill of Material) as per the SEBI CSCRF format.	Standard BOM (Bill of Material) as per the SEBI CSCRF format should be submitted by all Bidders/OEM.

S.N.	Eligibility Criteria	Documents to be submitted
13	Certificate for adoption of Secure coding practices.	Certificate for adoption of Secure coding practices and that software and/or patches are scanned using industry standard Anti-Virus and Anti malware tools and are free of any Virus or malware should be submitted all Bidders/OEM.

3. Cost of Bidding:

- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Company will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

1. Documents constituting the Bid

- The Bidding Documents include:
 - PART 1 - Invitation to Bid (ITB)
 - PART 2 - Disclaimer
 - PART 3 - Instruction for Bidders (IFB)
 - PART 4 - Terms and Conditions of Contract (TCC)
 - PART 5 - Bid Forms, Price Schedules, and other forms (BF)
- 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 every respect will be at the Bidder's risk and may result in the rejection of the Bid.

2. Clarification / Amendment of Bidding Document

- A bidder requiring any clarification of the Bidding Document may notify the Company in writing by e-mail indicated in Schedule of Dates on or before (time) on (date) indicated therein.
- A pre-bid meeting is scheduled as per the details mentioned.
- Text of queries raised (without identifying source of query) and response of the Company together with amendment to the bidding document, if any will be sent to the email ids shared by the participating bidders in the pre-bid meeting or from the bidder who has submitted pre-bid queries.
- Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be informed to all the Bidders.
- All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. The company will not take responsibility for any omissions by the bidder.
- At any time prior to the deadline for submission of Bids, the Company, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- To enable bidders' reasonable time in which to take amendments into account in preparing the bids, the Company, at its discretion, may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

1. Language of Bid

- The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English.

2. Documents Comprising the Bid

- a. Documents comprising the Technical Proposal Envelope should contain the following documents completed in accordance with the clauses in the bid and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder.
 - i. Bid Form as per Annexure-5.2.1
 - ii. BOM & Compliances - Annexure-5.1.2
 - iii. Undertaking of Authenticity - Annexure-5.1.3
 - iv. SLA T&C – Annexure-5.3
 - v. MAF – Annexure-5.5
 - vi. Price Bid listing all the components as per Price Breakup Schedule (Annexure-5.2.3) without indicating any prices.
- b. While submitting the Technical Bid, literature on the software if any, should be segregated and kept together in one section / lot. The other papers should form the main section and should be submitted in one lot, separate from the section containing literature.
- c. Any Technical Proposal **not containing** the above will be rejected.
- d. The Technical Proposal should **NOT** contain any price information. Such proposal, if received, will be rejected.
- e. The **Price Bid Envelope** should contain a single sheet as per Annexure-5.2.2 on the Bidder's letter head wherein the "**All Inclusive Price**" with the breakup of all applicable taxes under the signature and seal of the Bidder. The Price Bid must include all the components mentioned in Annexure-5.2.2.

3. Bid Form

- The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Company. Bids are liable to be rejected if only one (i.e., Technical Bid or Price Bid) is received.

4. Bid Prices

- a. Prices are to be quoted in **Indian Rupees** only.
- b. The prices quoted should be inclusive of all costs of incidental services such as transportation, insurance etc. but exclusive of all applicable taxes.
- c. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5. Delivery Schedule

- a. Delivery, Installation, and commissioning within 1 week from the date of purchase order.
- b. The Company also reserves the right to cancel the Purchase Order in case of a delay in delivery. In the event of such cancellation, the vendor is not entitled to any compensation. PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.

6. Documentary Evidence Establishing Bidder's Eligibility and Qualifications

- The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Company's satisfaction:
 - i. that, in the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, the Bidder has been duly authorized as per authorization letter (Annexure-5.5)
 - ii. that adequate, specialized expertise are available to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.

7. Documentary Evidence Establishing Eligibility of Products and Conformity to Bidding Documents

- a. The Bidder shall submit point by point compliance to the technical specifications and it should be included in the Bid.
- b. Any deviations from specifications should be clearly brought out in the bid.
- c. The Bidder should quote for the entire package on a single responsibility basis for software / software /support & other services it proposes to supply.

8. Period of Validity of Bids

- a. Bids shall remain valid for a period of 45 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Company as non-responsive.
- b. In exceptional circumstances, the Company may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- c. The Company reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

9. Format and Signing of Bid

- a. Each bid shall be in two parts: -
 - i. **Part I- Technical Proposal.**
 - ii. **Part II- Price Proposal.**
- b. The two parts should be in two separate sealed NON-WINDOW envelopes, each super scribed with **"Supply, Installation, Testing, Commissioning, Training and Maintenance of Custodian Voting platform and data services system / product for SBI-SG Global Securities Services Private Limited"** as well as **"Technical Proposal"** and **"Price Proposal"** as the case may be.
- c. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

- d. Any inter-lineation's, erasures or overwriting shall be valid **only** if they are initialed by the person signing the Bids. The Company reserves the right to reject bids not conforming to the above.

D. SUBMISSION OF BIDS

1. Sealing and Marking of Bids

- a. The Bidders shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid" and one copy of "Price Bid" separately and the two NON-WINDOW envelopes shall be **enclosed and sealed in an outer NON-WINDOW envelope**.
- b. The inner envelopes shall be addressed to the Company at the address given in Part-I above and marked as described above.
- c. The outer envelope shall:
 - i be addressed to the Company at the address given in Part-I; and
 - ii bear the Project Name **"Supply, Installation, Testing, Commissioning, Training and Maintenance of custodian voting platform and data services system for SBI-SG Global Securities Services Private Limited"**
- d. All envelopes should indicate the name and address of the Bidder on the cover.
- e. If the envelope is not sealed and marked, the Company will assume no responsibility for the bid's misplacement or its premature opening.

2. Deadline for Submission of Bids

- a. Bids must be received by the Company at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- b. In the event of the specified date for submission of bids being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.
- c. The Company may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Company and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and returned unopened to the bidder.

3. Modification and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its Bid after submission of bids, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bids.
- b. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by Fax/Email, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- c. No Bid may be modified after the deadline for submission of Bids.
- d. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

E. OPENING AND EVALUATION OF BIDS

1. Opening of Technical Bids by the Company

- a. The Bidders' names, bid modifications or withdrawals and such other details as the Company, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.
- b. Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

2. Preliminary Examination

- a. The Company will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. Prior to the detailed evaluation, the Company will determine the responsiveness of each Bid to the Bidding Document. For the purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without any deviations.
- c. The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- d. If a Bid is not responsive; it will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3. Technical Evaluation

- a. Only those Bidders and Bids who have been found to be in conformity with the eligibility terms and conditions during the preliminary evaluation would be taken up by the Company for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- b. The Company reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.
- c. The company will evaluate the technical and functional specifications of all the software's quoted by the Bidder.
- d. During evaluation and comparison of bids, the Company may, at its discretion, ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or the substance of the bid shall be sought, offered, or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

4. Evaluation of Price Bids and Finalization

- a. Only those Bidders who qualify in pre-qualification and technical evaluation would be shortlisted for commercial evaluation.
- b. The L1 Bidder will be selected based on the Total Cost of Ownership quoted in the Price Bid.
- c. Arithmetic errors, if any, in the price bid will be rectified as under:
 - i. If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the bidder does not accept the correction of errors, the bid will be rejected.
 - ii. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words which corresponds to the total bid price for the bid shall be taken as correct.

- iii. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- iv. A company may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

5. Contacting the Company

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

6. Award Criteria

- a. The Company will award the Contract to the successful L1 Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Total Score = Bid score as per technical bid parameter evaluation + Bid score as per commercial bid has been determined as the highest. Weightage of Technical Bid Score and Commercial Bid score will be 70% and 30% respectively.
- b. The Company reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services or change in location where software are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

7. Company's right To Accept Any Bid and to reject any or All Bids

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

8. Notification of Award

- a. Prior to expiration of the period of Bid validity, the Company will notify the successful Bidder in writing or by e-mail that his Bid has been accepted.
- b. The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.
- c. Upon notification of award to the L1 Bidder, the Company may notify each unsuccessful Bidder.

9. Signing of Contract:

- a. In the absence of a formal contract, the Bid document, together with the Company's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Company and the successful Bidder.
- b. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award.
- c. The Company reserves the right to cancel the purchase order or both if the Bidder fails to meet the terms of this RFP or contracts entered into with them.

10. Miscellaneous

- a. The selected Bidder should carry out all installation tasks in coordination with the designated officials of the IT Department, depending on the Company's requirements.
- b. The selected Bidder should undertake, during the period of the contract, if required by the Company, the relocation / shifting of the software without any cost to the Company.
- c. The selected Bidder should undertake to implement the observations / recommendations of the Company's IS-Audit, Security Audit Team or any other audit conducted by the Company or external agencies and any escalation in cost on this account will not be accepted by the Company.

Note: Notwithstanding anything said above, the Company reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART-4: TERMS AND CONDITIONS OF CONTRACT

1. Definitions: In this Contract, the following terms shall be interpreted as indicated in case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Company shall be binding and final on the Bidder.

- a. "The Company" means SBI-SG Global Securities Services Pvt Ltd with its office located at Santacruz West, Mumbai and its datacenters located at Mhape and Hyderabad.
- b. "The Contract" means the agreement entered between the Company and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c. "Vendor" is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by Company.
- d. "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- e. "The Software" means all the software / software and / or services which the Vendor is required to supply to the Company under the Contract.
- f. "The Services" means those services ancillary to the supply of the Products, such as transportation, insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance, and other such obligations of the Vendor covered under the Contract.
- g. "TCC" means the Terms and Conditions of Contract contained in this section.
- h. "The Project" means supply, installation, testing and commissioning of networking software and software with 60 months Warranty and Premier Support.
- i. "The Project Site" means the datacenters and office where the software is to be supplied, installed, and commissioned.

2. Use of Contract Documents and Information

- a. The Supplier shall not, without the Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.
- b. The Supplier will treat as confidential all data and information about the Company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company.

3. Country of Origin / Eligibility of Goods & Services

- a. All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- b. For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Use of Contract Documents and Information

- a. The Vendor shall not, without the Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.
- b. The Vendor shall not, without the Company's prior written consent, make use of any document or information except for purposes of performing the Contract.
- c. Any document, other than the Contract itself, shall remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Vendor's performance under the Contract, if so, required by the Company.

5. Patent Rights

- In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Company is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Company will give notice to the Vendor of such a claim, if it is made, without delay. The Vendor shall indemnify the Company against all third-party claims.

6. Inspection and Quality Control Tests

- a. The Company reserves the right to carry out pre-shipment factory / godown inspection by a team of Company officials or demand a demonstration of the solution proposed on a representative model in Bidder's office.
- b. The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:
 - i. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Company / Company's Consultants / Testing Agency.
 - ii. The supplier should intimate the Company before dispatching the goods to various locations for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.
 - iii. Provided that the Company may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Company meriting waiver of such inspection of goods.
 - iv. In the event of the software and hardware failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Company reserves the right to cancel the Purchase Order.

- v. The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the goods' destination. Reasonable facilities and assistance, including access to drawings and production data, shall be provided to the inspectors, at no charge to the Company. If the testing is conducted at the point of delivery or at the destination, due to failure by the vendor to provide necessary facility / software at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Company's representatives to be borne by the vendor.
 - vi. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
 - vii. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Company against any levies/penalties on account of any default in this regard.
 - viii. On successful completion of acceptability test, receipt of deliverables, etc., and after the Company is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Company.
- c. The Company's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested, and passed by the Company or its representative prior to the products shipment from the place of origin by the Company or its representative prior to the installation and commissioning.
 - d. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

7. Delivery & Documentation

- a. The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open Back-up Solution. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products destination and the absence of heavy handling facilities at all transit points.
- b. Delivery of the software shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder: -
 - i. 2 copies of Vendor's Invoice showing Contract number, Products description, quantity, unit price and Total amount.
 - ii. Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
 - iii. 2 copies of packing list identifying contents of each package.
 - iv. Insurance Certificate.
 - v. Manufacturer's / Vendor's warranty certificate.
- c. The above documents shall be received by the Company before arrival of Products (except where they are handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.

- d. Delivery, Installation, and commissioning of the software shall be made by the vendor in accordance with the system approved / ordered.
- e. For the System & other Software, the following will apply:
 - i. The vendor shall supply standard software packages published by third parties in or out of India in their original publisher-packed status only and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
 - ii. The Vendor shall provide complete and legal documentation of all subsystems, **licensed operating systems, licensed system software, licensed utility software and other licensed software**. The Vendor shall also provide **licensed software** for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
 - iii. In case the Vendor is providing software which is not his proprietary software then the Vendor must submit evidence in the form of agreement he has entered with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Company.
 - iv. The vendor shall explicitly absolve the Company of any responsibility / liability for use of system / application software delivered along with the software, (i.e., the vendor shall absolve the Company in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

8. Acceptance Procedure

- On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the acceptance certificate (Annexure-5.6) signed by the Vendor and the representative of the Company will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

9. Payment Terms

- a. Payment shall be made in Indian Rupees as under:
 - 1. 100 % after delivery, installation and activation of licenses in UAT & Production.
- b. Payments will not be released for any part-shipment or short-shipments.

11. Prices

- a. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc., except applicable taxes.
- b. The Bidder will pass on to the Company, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

- c. The Company reserves the right to re-negotiate the prices in the event of a change in the international market prices of both the software and hardware.

12. Change Orders

- a. The Company may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - i. Method of shipment or packing.
 - ii. Place of delivery.
 - iii. Quantities to be supplied subject to 25% above or below the originally declared quantities
- b. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of Vendor's receipt of Company's change order.

13. Contract Amendments

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

14. Assignment

- The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Company's prior written consent.

15. Delays in the Vendor's Performance

- a. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed.
- b. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Company shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- c. Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

16. Liquidated Damages

- If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Company may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance or for any loss is suffered by the Company due to Acts attributable to the Service Provider. Once the maximum deduction is reached, the Company may consider termination of the Contract.

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

- a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of

the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be considered 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 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 Associate thereof has participated as a consultant to the Company in the preparation of any documents, design, or technical specifications of the Project.

18. Fraud & Corrupt Practices

- a. 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 Company 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.
- b. Without prejudice to the rights of the Company hereinabove, if a Bidder is found by the Company 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 EOIRFP issued by the Company during a period of 2 (two) years from the date if such Bidder is found by the Company 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.

- c. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- i **“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 Company 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 Company, 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 Company in relation to any matter concerning the Project;
 - ii **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.
 - iii **“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.
 - iv **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Company 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
 - v **“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.

19. Termination for Default

- a. The Company, without prejudice to any other remedy for breach of Contract, by a written notice of default with a cure period of 30 days sent to the Vendor, may terminate the Contract in whole or in part:
 - i. If the Vendor fails to deliver any or all the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Company.

Or

- ii. If the Vendor fails to perform any other obligation(s) under the Contract.
- b. In the event the Company terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services like those undelivered, and the Vendor shall be liable to the Company for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

20. Force Majeure

- a. Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Company in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the Vendor shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Termination for Insolvency

- The Company may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. 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 Company.

22. Termination for Convenience

- The Company, by written notice sent to the Vendor, with a cure period of 30 days, 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 Company's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

23. Resolution of Disputes

- a. The Company and the Vendor shall make every effort to resolve this amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b. If, the Company and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
- c. The dispute resolution mechanism to be applied shall be as follows:
 - i. In case of Dispute or difference arising between the Company and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00

Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.

- ii Arbitration proceedings shall be held at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- iii The decision of most arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

24. Applicable Law

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

25. Addresses for Notices

- A notice shall be effective when delivered or on the effective date of the notice, whichever is later. The following shall be the address of the Company and Vendor.

Company's address for notice purposes:

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annex (LIC) building,
Opp Santacruz Bus depo,
S.V. Road, Santacruz (West),
Mumbai - 400 054

Vendor's address for notice purposes

<To be filled in by the Vendor>

26. Taxes and Duties

- a. The Vendor will be entirely responsible for all applicable taxes levied by the Central / State Government in connection with delivery of products at site including incidental services and commissioning.
- b. Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.
- c. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Company shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Company as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

- d. The Vendor's staff, personnel and labor will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties regarding such deductions thereof as may be imposed on him by such laws and regulations.

27. Vendor's obligations

- a. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- b. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the software to the location where installation is to be done. The Company would only provide necessary letters for enabling procurement of the same.
- c. The Vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company and implementation activities.
- d. The Vendor will abide by the job safety measures prevalent in India and will free the Company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.
- e. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- f. The Vendor will treat as confidential all data and information about the Company, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Company.

28. Patent Rights/Intellectual Property Rights

- In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Company is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Company will give notice to the Vendor of such a claim, if it is made, without delay.

29. Right to use defective product

- If after delivery, acceptance, and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Company shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Company's operation.

30. Limitation of Liability

- For breach of any obligation mentioned in this agreement, 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. The 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. The limitations set forth herein shall not apply with respect to:
 - i. claims that are the subject of indemnification pursuant to IPR infringement,
 - ii. damage(s) occasioned by the gross negligence, fraud, or willful misconduct of Service Provider,
 - iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - iv. When a dispute is settled by the Court of Law in India.
 - v. Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

PART 5: BID FORM, PRICE SCHEDULES, AND OTHER FORMATS

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ANNEXURE NUMBERS

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ANNEXURE – 5.1.1 - Technical Specifications

Custodian Voting Platform

<u>Technical Specification of Software / Product offered</u>	<u>Compliance (Yes or No)</u>
• Role-based Access: Custodians should be able to set up logins for all their clients, who, in turn, can create multiple logins within their organization for internal use. • Comprehensive Meeting Data: Custodians and clients should receive access to all general meeting information for companies within the client's portfolio. • Automated Meeting Alerts: Clients should be notified of upcoming meetings relevant to their portfolios via auto-generated alerts. • Integrated Voting: Clients should be able to directly cast votes through the platform, and these are automatically relayed to the custodian. • Format-Compatible Downloads: Custody can download voting files in formats compatible with NSDL, CDSL, KARVY, LINKTIME, and BIGShare for easy upload to respective e-voting systems. • Response File Uploads: Custodians should be able to upload execution response files from e-voting platforms, ensuring efficient record-keeping. • Completion Notifications: Clients should be notified upon completion of the voting process by the custodian. • Meeting Alert Settings: Clients should be able to set personalized alerts for upcoming meetings within their portfolio. • Regulatory Compliance: Clients should be able to download compliance reports tailored to SEBI and IRDA requirements.	

ANNEXURE – 5.1.2

Software Bill of Material and Compliances – This addendum needs to be signed between SBI-SG and L1 Vendor.

ADDENDUM TO THE MASTER SERVICE AGREEMENT

This **ADDENDUM** dated _____, is in reference to the MASTER SERVICE AGREEMENT entered into by and between:

A) _____, a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "**Service Provider**", which expression shall unless contrary to the context thereof, be deemed to mean and include its successors, legal representatives and permitted assigns);

And

B) **SBI-SG Global Securities Services Pvt Ltd.**, a company incorporated under the Companies Act, 1956 and having its registered office at B Wing, Jeevan Seva Annexe Bldg., S V Road, Santa Cruz (West), Mumbai-400 054 and registered with SEBI under the Securities and Exchange Board of India (Custodian of Securities) Regulations, 1996 under registration number IN/CUS/022 (hereinafter referred to as "**Customer**", which expression shall unless contrary or repugnant to the context thereof, be deemed to mean and include its successors and assigns)

The Service Provider and the Customer are collectively referred to as the "Parties" and individually as a "Party".

Whereas:

- a. The parties had executed a Master Service Agreement on _____ (collectively, together with its schedules, referred to as the "Agreement").
- b. The SECURITIES EXCHANGE BOARD OF INDIA (hereinafter referred to as SEBI) has issued a circular dated 20th August, 2024 on Cyber Security and Cyber Resilience Framework (CSCRF) for SEBI regulated entities (REs) (hereinafter referred to as the "said Circular")
- c. In terms of the said Circular, the contracts with suppliers and third parties shall include appropriate measures to meet the objectives of the REs Cybersecurity program and Cybersecurity Supply Chain Management Plan (including manpower adequacy in Cybersecurity domain.)
- d. By signing this Addendum, the parties hereby agree that the Master Service Agreement as aforementioned is modified as provided below and shall be read in conjunction with this Addendum.

- e. Save and except as herein stipulated all other terms and conditions of the Master Service Agreement shall continue to be in full force and effect.
- f. In the event of any conflict between the terms of this Addendum and the Master Service Agreement, the terms of this Addendum shall prevail.

Now in consideration of the above, the parties wish to record additional terms as given below:

1. The Service Provider has introduced adequate measures to meet the criteria as per Customer's Cybersecurity program and Cybersecurity Supply Chain Risk Management Plan (including manpower adequacy in Cybersecurity domain.)
2. The Service Provider has complied with Cybersecurity and Cybersecurity resilience (CSCRF) framework to protect the integrity of data and privacy as per SEBI's Circular no. SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2024/113 dated 20th August 2024. The service provide shall provide the necessary cyber audit certifications such as SOC II Audit report from them to ensure compliance with CSCRF framework.
3. The Service Provider shall provide Software Bill of Materials (SBOM) as required by SEBI's Circular no. SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2024/113 dated 20th August 2024. SBOM shall include (but not limited to the following:
 - a. License information
 - b. Name of the supplier
 - c. All primary (top level) components with all their transitive dependencies (including third-party dependencies whether in-house or open-source components) and relationships
 - d. Encryption used
 - e. Cryptographic hash of the components
 - f. Frequency of updates
 - g. Known unknown (where a SBOM does not include a full dependency graph)
 - h. Access Control
 - i. Methods for accommodating occasional incidental errors.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their respective officers thereunto duly authorized.

Signed for and on behalf of

(Service Provider name)

SBI-SG GLOBAL SECURITIES SERVICES PVT. LTD.

.....

.....

Name: _____
Title: _____

Name: _____
Title: _____

ANNEXURE – 5.1.3
Undertaking of Authenticity

To:

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annexe (LIC) building,
Opp Santacruz Bus depo,
S.V. Road, Santacruz (West),
Mumbai 400 054.

Sub: Undertaking of Authenticity for Software Supplies Ref: RFP No. SBISGGSS/IT/24-25/826
DATED 07-03-2025

With reference to the software/product being quoted to you vide our Reference No: _____ dated _____, we hereby confirm that secure coding practices are adopted during the development of said product or software and secure coding practices and change management process is followed for all the minor and major changes. We also undertake to produce a certificate stating that software is developed using secure coding practices and free of any Virus or malware at the time of delivery / installation.

2. In case of default and the Company finds that the above conditions are not complied with, we agree to take back the software supplied and return the money paid by you, in full within seven days of intimation of the same by the Company, without demur or any reference to a third party and without prejudice to any remedies the Company may deem fit.

3. In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Software already billed, we agree to take back the software without demur, if already supplied and return the money if any paid to us by you in this regard.

4. We also take full responsibility for both product & Service SLA as per the Master Service agreement even if there is any defect by our authorized Service partner / Reseller / SI etc.

Dated this day of 2025

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE –5.2.1
BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)

Date: _____

To,

The Chief Financial Officer,
SBI-SG Global Securities Services Private Limited
Jeewan Sewa Annexe (LIC) building,
Opp. Santacruz Bus depo,
S.V. Road, Santacruz (West),
Mumbai 400 054

Dear Sir,

Ref: RFP No. SBISGGSS/IT/24-25/826 DATED 07-03-2025

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Company and we offer to supply, Install, test, commission, train and maintain the software's detailed in Annexure-5.1.1 and 5.1.2, as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid in a sealed window envelope, on the date advised to us.

2. While submitting this bid, we certify that:

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

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing, training and commissioning of the software within a period of 1 weeks from date of Purchase Order.
4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Company up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We certify that we have not made any changes to the contents of the RFP/EOI document read with its amendments/clarifications provided by the Company submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Company will have the right to disqualify us from the bid.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. The vendor hereby undertakes that its name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

Dated this day of 2025

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE – 5.2.2

Price Bid

SN	Software Details	Unit Price	Quantity	Price	Taxes	Total Price
1.1	<u>One time Installation and Configuration Charges</u>		1			
1.2	<u>Annual Software License subscription charges</u>		1			
1.3	<u>Annual Maintenance & Support Charges for one year</u>		1			
Total Cost of Ownership (TCO)						

ANNEXURE -5.3

SLA Terms & Conditions for Software, Software & Maintenance Services
(TO BE STAMPED AS AN AGREEMENT)

This SLA Master Service has to be signed between SBI-SG and L1 vendor.

ANNEXURE - 5.4

NDA Agreement
(TO BE STAMPED AS AN AGREEMENT)

This Non-disclosure agreement has to be signed between SBI-SG and L1 vendor.

ANNEXURE- 5.5

MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM – Not applicable for Software Product

ANNEXURE - 5.6

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

Date:

M/s.

Ref: RFP No **SBISGGSS/IT/24-25/826** **DATED 07-03-2025**

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / software as detailed below has/have been received in good working condition along with all the standard features in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) RFP No. _____ dated _____

b) Description of the Solution _____

c) Quantity _____

d) Date of commissioning _____

e) Date of acceptance test _____

ANNEXURE - 5.7

TENTATIVE LIST OF DELIVERY LOCATIONS

The bidder must deliver and install above mentioned software at the following locations as mentioned under.

1. Bidder to deliver and install and configure the software for SBI SG in Oracle Cloud. SBI-SG will provide the required resources in Oracle Cloud. SBI-SG Corporate action department users and administrators and SBI-SG clients should have access to the system.
