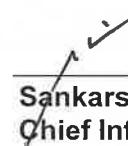


PURCHASE ORDER NUMBER	: RBL/MUM/IT/1359/2019-20			
PURCHASE ORDER DATE	: 22-01-2020			
Supplier Details				
Supplier Name	: Connectivity IT Solutions Private Ltd			
Supplier Contact	: Ruchesh Bhanushali			
Supplier Contact Number	: 9870074006			
Email ID	: ruchesh@connectivitysolutions.in			
Supplier Address	: Unit No. 606, Eco Star, Vishweshwara Nagar Road, Off Aarey Road, Goregaon(E), Mumbai, Maharashtra, India, Pin: 400063			
RBL Bank Ltd : Contact Details				
Contact Person	: Nikhil Shah			
Contact Number	: 9833832502			
Email ID	: Nikhil.Shah@rblbank.com			
Delivery Address	: 5th Floor, Techniplex 1, off Veer Savarkar Flyover, Opposite Rajasthani Samelan Complex, SV Road, Goregaon West, Mumbai - 400062			
GST Number	: 27AABCT3335M1Z5			
Order Details				
Sr No.	Particulars	Qty	Unit Price	Amount (INR)
1	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base - Non Stackable Switches (As per attached annexure)	156	87,000	1,35,72,000
2	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base - Stackable Switches (As per attached annexure)	26	1,11,450	28,97,700
3	Cisco Bladeswitch 3M stack cable (As per attached annexure)	10	5,500	55,000
			TOTAL (INR)	1,65,24,700

Sr.No Attached:

- 1 Addendum 1
- 2 Annexure A - Terms & Conditions
- 3 Annexure B - Bill of Material (1,2,3 & 4)
- 4 Annexure C - Not Applicable


Nidhi Mandelia
IT Procurement

Sankarson Banerjee
Chief Information Officer

RBL Bank Limited

National Operating Centre: RBL Bank Ltd, 9th Floor Techniplex 1, Techniplex Complex, off Veer Savarkar Flyover, Goregaon West, Mumbai-400062 Maharashtra
Tel: +91 022 - 40288100 / 200

Registered office: 1st Lane, Shahupuri, Kolhapur-416 001 India | Tel: +91 231 6650214 | Fax: +91 231 2657386
CIN: L65191PN1943PLC007308 Email: customercare@rblbank.com

ADDENDUM 1

This Addendum 1 dated 22-01-2020 (the "Addendum") is applicable to the Terms and Conditions (Annexure-A) of Order Number RBL/MUM/IT/1359/2019-20 dated 22-01-2020 between the entities as specified in the said Order. In consideration of the mutual covenants and promises contained herein and therein, the parties agree to supplement the said Terms and Conditions as follows:

Description	Clause Reference	Details
Order Value	Clause 5.1	1,65,24,700/-
Currency	Clause 5.1	Indian Rupees.
Taxes	Clause 5.2	Extra At Actual
Payment terms	Clause 5.4	100% Payments within 30 days from the date of delivery of the hardware devices & services. As discussed complete delivery to be done before 31st March 2020, in case there is a dependency from RBL bank for delivery then the material will be delivered to your Office and our 100% payment against delivery to cleared.
Warranty / AMC	Clause 13	Not Applicable
Delivery date	Clause 4.3	Not Applicable
Partial delivery	Clause 4.2	Not Applicable
Penalty	Clause 4.8	Not Applicable
Installation Date	Clause 4.4	Not Applicable
Implementation Schedule	Clause 4.4	Not Applicable
Delivery address	Clause 4.1	As per attached annexure B1, 2, 3 & 4

ANNEXURE - B1 Bill Of Materials for PO.NO: RBL/MUM/IT/1360/2019-20 Dated: 22-01-2020

Non-Stackable, Non- POE Switches			
Sr.no	Product Part No.	Description	Quantity
1	WS-C2960X-48-TS-L	Catalyst 2960X 48 GigE, 4 x 1G SFP Lan Base	156
2	CON-SNT-WSC248TS	SNTC 8x5xNBD Catalyst 2960-X 48G	156
3	CAB-IND-10A	10A Power Cable for India	156
4	CAB-Console-USB	Console Cable 6ft with USB Type A and mini-B	156

Stackable, Non- POE Switches			
Sr.no	Product Part No.	Description	Quantity
1	WS-C2960X-48-TS-L	Catalyst 2960X 48 GigE, 4 x 1G SFP Lan Base	26
2	CON-SNT-WSC248TS	SNTC 8x5xNBD Catalyst 2960-X 48G	26
3	CAB-IND-10A	10A Power Cable for India	26
4	CAB-Console-USB	Console Cable 6ft with USB Type A and mini-B	26
5	C2960X-Stack	Catalyst 2960-X FlexStack Plus Stacking Module	26
6	CAB-STK-E-0.5M	Cisco FlexStack 50cm Stacking Cable	26
7	CAB-STK-E-3M=	Cisco BladeSwitch 3M Stack Cable	10

SOW

The scope of work includes deployment, installation, configuration and User Acceptance & Testing of Networking equipments MIS & reporting at respective locations. The scope of work would include but not restricted to the following:

- a) Proposal to be combination of both supply and installation including connectivity
- b) Project Charges Includes, Supply, installation, Configuration, stacking, testing, commissioning and Documentations.
- c) Vendor will be responsible for initial onsite installation & configuration at branches/offices along with onsite support for replacement of faulty devices with configuration
- d) On Site installation and configuration along with 5 years Onsite comprehensive warranty, Support for any features/services (available in the OS of the platform) configuration/troubleshooting/OS upgrade/patch installation and 8x5xNBD support during hardware failures.
- e) Movement of the devices within RBL Bank locations across Nation will be taken care by RBL Bank
- IT and post movement Vendor will be responsible for Onsite Installation, Reconfiguration and Similar 8x5xNBD support to be provided for any features/services (available in the OS of the platform) configuration, troubleshooting, OS upgrade/patch installation in/of the Devices.
- f) All the procured components needs to be mapped to RBL CCO ID: rbl-network@rblbank.com

ANNEXURE - B2 Bill Of Materials for PO,NO: RBL/MUM/IT/1359/2019-20 Dated: 22-01-2020

Sr.No	Branch	Branch Address	LCON	LCON Number	Switch Model	Quantity	ATM
1	AURANGABAD	Gr Floor, N – 3, Plot No 303, Cidco, Jalna Road, Aurangabad 431001	Devendra Patil	8291282104	WS-C2960X-48TS-L	1	Yes
2	Kamalpur	RBL Bank Ltd,Shop No, 7 & 8, First Floor,Sakal Avenue, Kamalpur,Tal - Prantij, Dist - Sabarkantha, Gujarat - 383205	Imran Ansari	8291282222	WS-C2960X-48TS-L	1	No
3	Maduravoyal	No. 135/A, P H Road Maduravoyal Chennai - ,Chennai,Tamil Nadu India 600095	Rajesh Mani	8291282224	WS-C2960X-48TS-L	1	No
4	Manipal	RBL BANK LTD.,MANIPAL UNIVERSITY, Bangalore Campus, Survey No. 36, R.K.HEGDE NAGAR,CHOKANAHALLI, JAKKUR POST,BANGALORE-560064.	Navneeth (IT) & Bharath Bhushan (Faculty)	9945184678 & 8147172809	WS-C2960X-48TS-L	1	No
5	Krishnagiri	RBL Bank Limited, Vasvani Complex, Royaotta Road, Adjacent to Bank of Hyderabad, Krishnagiri - 635001	SURENDIRAN RAMANATHAN	9791011300	WS-C2960X-48TS-L	1	No
6	Kagam Erode	RBL Bank Limited, 49/A, Manalkuttu Thottam, Ballakadai, Kagam Erode, Tamilnadu - 638109	Ram Kumar N	8291282221	WS-C2960X-48TS-L	1	No
7	Kalakurichi	RBL Bank Limited, No. 127/2, Near Om Shakthi Kovil, Kachirayapalayam Main Road, Kattukotai, Sadaiyampattu Village, Somanarkudi, Post Kallakurichi Tk, Villupuram Dist. Pin - 606213	Sathish Senthil Kumar V	8291282239	WS-C2960X-48TS-L	1	No
8	Chomu - Harota (Jaipur)	RBL Bank Limited, Ground Floor, Shop no 11, 12, 29 & 30, Anjani Market, Harota, Chomu, Jaipur - 303705	Bhuvan Bhaskar Singh	8291282234	WS-C2960X-48TS-L	1	No
9	Dwarka, New Delhi	RBL Bank Ltd. Part Ground floor, Plot No.12B/58, Dwarka, New Delhi 110075	P V K Sathyaranayana	9818890909	WS-C2960X-48TS-L	1	Yes
10	Electronic City, Bangalore (Bommassandra)	RBL Bank Ltd. Shop no.3, Bhavani Tower, Survey No.61/13, Ananth Nagar Main road, Huskur gate, Electronic city, Bangalore - 560100	Chandramauli Kumar	8291282261	WS-C2960X-48TS-L	1	Yes
11	Mani Nagar Ahmedabad	Shop no. 3, Sparsh,Jai Hind Charch Rasta Mani Nagar,Ahmedabad - 380008,Gujarat,IN	Kalpesh Vyas	8291282255	WS-C2960X-48TS-L	1	Yes
12	Kothrud	RBL Bank, Ground Floor, Shop no 6 and 7, Parijat Apartment, Shrivideo nagar,Kothrud, Pune, 411038.	Sachin Bhosale	8291282085	WS-C2960X-48TS-L	1	No
13	Bhubneshwar	RBL Bank, HIG -16, Jaydev Vihar, Bhubneshwar, Odissa 751018	Stalin Behera	9937009449	WS-C2960X-48TS-L	1	Yes
14	CHINCHWAD	RBL Bank ATM Center, Ground & Mezzanine floor, Ashirwad, 199/A, Mumbai-Pune Road, Chinchwad Station, Pune - 411 019	Vijay Nair	9890028920	WS-C2960X-48TS-L	1	Yes
15	BADLAPUR	RBL Bank Ltd,2 T.O & Office No.3 , Ground floor, Nisargpratiksha, Badlapur - 421503, Dist Thane, Maharashtra	Aslam Sayed	8291282103	WS-C2960X-48TS-L	1	Yes
16	DODDABALLAPUR	RBL Bank Ltd,Khata No 1762 / 66,Ward no 4, D cross main road,Doddaballapur Town 561203	Murali K S	8291282101	WS-C2960X-48TS-L	1	Yes
17	BOISAR	RBL Bank Ltd,Shop No. 5 &6 , Ameya Park, Building No. 2-A, Navapur Road, Boisar - West, Taluka - Palghar, District - Thane, Pin - 401501	Dayanand Bahekar	8552066265	WS-C2960X-48TS-L	1	Yes
18	BHAGAT SING COLONY, BHIWADI	RBL Bank Ltd, A4, Bhagat Singh colony, Alwar bypass, Bhiwadi Rajasthan 301019	Shweta Maggoo	8291282106	WS-C2960X-48TS-L	1	Yes
19	GURGOAN	RBL Bank Ltd, Unit no 5, Gr Floor, ABW Tower , Iffco Chowk, Village Sukhrali, NH-8, Gurgaon 122002.	Bineet Kapoor	9910545588	WS-C2960X-48TS-L	1	Yes
20	SHIRDI	RBL Bank ATM Center,Sector 961, Nagar Manmad Highway, At Post Shirdi, Taluka Rahata, District Ahmednagar - 423 109.	Vaibhav Jadhav (Acting BM)	8291282111	WS-C2960X-48TS-L	1	Yes
21	Ramanagarm	RBL Bank Ltd,Katha No 169/1789/1736 & 170 /1781/1737 north layout , 1st stage , b m road Ramanagaram town , Ramanagaram district -571511	Lithan.D	8291282110	WS-C2960X-48TS-L	1	Yes
22	NOIDA	RBL Bank Ltd., P-7, Sector-18, ,Noida,Basement, Uttar Pradesh-201301	Yasser Rehman	8587875799	WS-C2960X-48TS-L	1	Yes
23	KARAD	RBL Bank Ltd., Shop No 1,2 &3, Janaki Plaza, Shaniwar Peth, Karad - 415110. Dist. Satura	Mahadeo Chikurdekar	8975762350	WS-C2960X-48TS-L	1	Yes
24	SURAT	RBL Bank Ltd, Gr floor, Twin Tower A, Showroom No 4, Sahara Darwaja, Surat - 395002	Jayesh Variya	9825400185	WS-C2960X-48TS-L	1	Yes
25	AHMEDNAGAR	RBL Bank ATM Center, Rantakar Bank, Mahadeva Furniture House, Near Ambejogai Pathpedi, Savedi Road, Ahmednagar - 414 003	Swami Mulay	9765070044	WS-C2960X-48TS-L	1	Yes
26	SOHNA	RBL Bank Ltd, Building A & B : 971 / 972/15, Delhi - Alwar Road, Sohna, Haryana 122103	Rajesh Dwivedi	8291282115	WS-C2960X-48TS-L	1	Yes
27	VASAI ONSITE	RBL Bank ATM Centre, Nikunj Signature, Ambadi Road, Vasai (West)	Wilbur Dcunha	8291282066	WS-C2960X-48TS-L	1	Yes
28	VAPI	RBL Bank ATM Centre, 9/10/11 Sahara Market, Ground Floor, Vapi-Silvassa Road, Vapi396195	Surendra singh vikram	8291282126	WS-C2960X-48TS-L	1	Yes
29	TIRUPATI	RBL Bank ATM Centre, Plot No. 87, Motor Workers Colony, Padmavathipuram, Tirupati-Tiruchanur Road517501	Sudhakar Tenkayala	9885312224	WS-C2960X-48TS-L	1	Yes
30	DAMAN	RBL Bank ATM Centre, RBL Bank, Shop no 1,2,3,4, plot No 758/7 and 758/8, at Village Dabhel, Somnath Temple Rd, Daman 396210.	Devi Prasad Rath	9558812342	WS-C2960X-48TS-L	1	Yes
31	MANDIDEEP	RBL Bank, Ground Floor, Plot No. 1, Sector A, Indra Nagar, Ward No. 12, Mandideep - 462 046 M.P.	Praveen Chandra	8291282152	WS-C2960X-48TS-L	1	Yes
32	BARDOLI	RBL Bank ATM Centre, U 01 & U 02, Empire Plaza, Opp. Varddoor Petrol Pump, Station Road, Bardoli, District Surat, Gujarat 394 601	Ameya Jahagirdar	9930091904	WS-C2960X-48TS-L	1	Yes
33	BAGALKOT	RBL Bank ATM Centre, Near Lions School, Bagalkot – 587 101 - Ashok Rudrakshi (Mob. No. 09448133956)	Praveen Daivajna	8291302121	WS-C2960X-48TS-L	1	Yes
34	PIPARIYA	RBL Bank ATM Centre, Ground Floor, Murli Tower, Cement Road, Pipariya – 461 775	AMIT MISHRA	9977702893	WS-C2960X-48TS-L	1	Yes
35	KADI	RBL Bank ATM Centre, Shop No. 9A,9B,10,10A & 10B, Diamond Plaza , Opp. Arts & Commerce College, Near Ankur Society, Kadi, Gujarat – 382715	Narendra Busa	8291282128	WS-C2960X-48TS-L	1	Yes

ANNEXURE - B2 Bill Of Materials for PO.NO: RBL/MUM/IT/1359/2019-20 Dated: 22-01-2020

Sr.No	Branch	Branch Address	LCON	LCON Number	Switch Model	Quantity	ATM
36	AVINASHI	RBL Bank ATM Centre, Shop No. 5/215, Rajan Nagar, Opp. Weekly Market, K K Pudur Post, Avinashi Taluka, Tamil Nadu - 641 654.	Saravanan.T	8291282125	WS-C2960X-48TS-L	1	Yes
37	PADRA	RBL Bank ATM Centre, 7/8 Umiya Nagar, Near Post Office, Padra, Vadodara, Gujarat-391 440	Kishor Welekar	8291282133	WS-C2960X-48TS-L	1	Yes
38	PUNE CAMP	RBL Bank Ltd., 11 Moledina Road, In between Naaz Bakery and Will Lifestyle Showroom, East Street Facing, Pune 411 001	Deakin Daney	8291282157	WS-C2960X-48TS-L	1	Yes
39	NARIMAN POINT	RBL Bank ATM Centre, Office No./A, Ground Floor, Mittal Court, 224 Nariman Point, Mumbai 400 021	Aashish Bhatnagar	8291282155	WS-C2960X-48TS-L	1	Yes
40	UDAIPUR	RBL Bank ATM Centre, Shubh Appt , Plot No.99, L Road, Bhupalpura , Verma Circle, Opp. Collector Bungalow, Udaipur - 313 001	Praveen Tiwari	8291282148	WS-C2960X-48TS-L	1	Yes
41	Rajamundry	RBL Bank ATM Centre, Door No 2/43, Peravaram Village and Gram Panchayat, Malai Road, Atreyapuram Mandal, East Godavari District, Andhra Pradesh - PIN 533235	Bala Ravi Teja T	8291282135	WS-C2960X-48TS-L	1	Yes
42	SALEM SUKRI COMPLEX	RBL Bank ATM Center, No.22, Kandaswamy, Indira Gandhi Road, Fairlands, Salem - 633016.	Nageswaran S	8291282147	WS-C2960X-48TS-L	1	Yes
43	CALANGUTE BRANCH	RBL Bank ATM Center, Shop No. 7,8,9,10 Ground Floor, Simplex Chambers, Phase 2, Calangute, Calangute Bardez, Goa- 403516.	Shidesh Shirodkar	8291282136	WS-C2960X-48TS-L	1	Yes
44	JAINPURWAS	RBL Bank ATM Center, Grand Sapphire Infratech Pvt. Ltd, Nikunj City, Village Jainpuwas, NH-8, Tahsil- Behror, Dist- Alwar, Rajasthan- 301701	Shrawan Dwivedi	8291282138	WS-C2960X-48TS-L	1	Yes
45	PANIPAT	RBL Bank ATM Centre, Showroom 1 196/7/(Part), Opp. N.K. Tower, G T Road, Panipat 132103.	Kamakhy Choubey	8291282146	WS-C2960X-48TS-L	1	Yes
46	CHINCHOLI	RBL Bank ATM Centre, Grd. Floor, Gut no. 111, plot no 5&6, Chincholi Village- kusumba, Dist Jalgaon - 425 003	Nitin Holkar	8291282127	WS-C2960X-48TS-L	1	Yes
47	MORADABAD	RBL Bank ATM Centre, GF-1, Parsvnath Plaza -II, Neelgiri Commercial Complex,Delhi Road, Moradabad - 244 001	Rajesh Sachdeva	8291282145	WS-C2960X-48TS-L	1	Yes
48	DHAR	RBL Bank ATM Centre, "Avani Amish", 21,22, kashi bagh, Indore Ahmedabad National Highway, Dhar, M.P. Pin- 454001	Sandeep Chadha	8291282151	WS-C2960X-48TS-L	1	Yes
49	PORVORIM	RBL Bank ATM Center, House No. 456, Near Chodankar Nursign Home, Alto Porvorim, Bardez, Goa - 403 521.	Amit Mhalsekar	8291282137	WS-C2960X-48TS-L	1	Yes
50	KAMATOON	RBL Bank ATM Centre, Kamtoon, Near Barely village, Dist. Raisen, MP - 464668	Sunil Acharya	8291282140	WS-C2960X-48TS-L	1	Yes
51	HORIZON KOLKATTA	RBL Bank ATM Center, Ground Floor, Horizon,57 Jawahar Lal Nehru road (Chowringhee Road) Kolkata- 700 071	Indrani Mehra	8291282167	WS-C2960X-48TS-L	1	Yes
52	CHAK KAMED	RBL Bank ATM Center, Shipra Tent House, Agar Road, Chak Kamed, Ujjain - 456006	Ashok Meena	8291282139	WS-C2960X-48TS-L	1	Yes
53	NAGPUR	RBL Bank ATM Center, No 3,4,5, Ground Floor, Aditya Enclave, Plot No. 20-A, Central Bazar, Ramdaspeth, Nagpur - 440 010	Ritesh Juneja	8291282163	WS-C2960X-48TS-L	1	Yes
54	GANJ BASODA	RBL Bank ATM Center, Ground floor,below surya lodge,railway station road,opp.Vijaya Bank,Ganj Basoda, District Vidisha, MP- 452001	Vikas Jaiswal	9300512333	WS-C2960X-48TS-L	1	Yes
55	MAKRONIA	RBL Bank ATM Center, Khasra No. 174/21, 174/23, 17/2 Patwari Halka No. 72, Jabalpur Road Makronia, Dist. Sagar, Madhya Pradesh-470 001	Abhinay Thakur	9826507881	WS-C2960X-48TS-L	1	Yes
56	SEONI MALWA	RBL Bank ATM Center, Ground Floor, Plot No. 100/1/1, Thakur Colony, Main Roa, Seoni Malwa, Madhya Pradesh - 461 223	Rajesh Kushwaha	8291282153	WS-C2960X-48TS-L	1	Yes
57	AGRA	RBL Bank ATM Center, Ground floor- Block No.4/1, Sanjay place-Shop no.5,6,7,8 & Basement floor shop no.5 & 7, Agra- 282002.	Puneet Arora	8291282174	WS-C2960X-48TS-L	1	Yes
58	KOVVADA, KAKINADA	RBL Bank ATM Center, Door No. 1-93 Kovvada Panchayat, Kakinada Rural,Easy Godavari District, Andhra Pradesh - 533 006	SATYA SUDHIR.GURRALA	8291282165	WS-C2960X-48TS-L	1	Yes
59	VENGANGUDI, TRICHY	RBL Bank ATM Center, Ground Floor, Sasha Complex, 142/10 Mannachanallur Road, Vengangudi Village, Samayapuram Post District: Trichy, Tamil Nadu - 621 112	Arun swaminathan	8291282169	WS-C2960X-48TS-L	1	Yes
60	COIMBATORE	RBL Bank ATM Center, Ground Floor, R.G. Chambers, 726 Avinashi Road, Coimbatore, Tamil Nadu-641 018	Clement peter G	8291282171	WS-C2960X-48TS-L	1	Yes
61	NANJAI PUGALUR	RBL Bank ATM Center, Survey No. 596/2A, N.H. 7, Bye Pass Road, Nanjai Pugalur, Karur Taluk and District,Tamil Nadu- 639 113	Prabhu S	8291282168	WS-C2960X-48TS-L	1	Yes
62	NUNGAMBAKKAM	RBL Bank ATM Center, 1st Floor, Rashmi Towers, No. 1 Valluvarkottam High Road, Nengambakkam, Chennai-600 034	Ganeshkumar S	8291282180	WS-C2960X-48TS-L	1	Yes
63	LALUPURAM, GUNTUR	RBL Bank ATM Center, Ground Floor, Survey No. 333, Lalupuram Village, Guntur Rural Mandal, Guntur District, Andhra Pradesh - 522 017	Leela Sri Naveen Chandrapati	8291282166	WS-C2960X-48TS-L	1	Yes
64	HOSANGABAD	RBL Bank ATM Center, Plot no. 34/1, Al Aziz Tower, Baba Piparya Road, Anand Nagar, Hoshangabad, Madhya Pradesh- 461001	Abhishek Gargava	8291282154	WS-C2960X-48TS-L	1	Yes
65	NETRAVALLI	RBL Bank ATM Center, RBL Bank, House No. 110, Marga Wadda, Netravalli, Senguem, Goa - 403704	Gajanan.Manerikar	8291282179	WS-C2960X-48TS-L	1	Yes
66	SHIRGAON	RBL Bank ATM Center, House No. 12/1 WADACHA WADA, Shirgaon, Assonora, Goa-403 503	Raj Patil	8291282178	WS-C2960X-48TS-L	1	Yes
67	VASANT VIHAR	RBL Bank ATM Center, 23,Community Centre, Basant Lok, Vasant Vihar, New Delhi - 110057	Roma Banga	8291282182	WS-C2960X-48TS-L	1	Yes
68	INCHAGERI	RBL Bank ATM Center, Ground Floor, Gram Panchayat Building, Inchageri Village,Indi Taluk, Bijapur District, Karnataka-586 117	Wajid Ali Jainekhan	8291282129	WS-C2960X-48TS-L	1	Yes

ANNEXURE - B2 Bill Of Materials for PO.NO: RBL/MUM/IT/1359/2019-20 Dated: 22-01-2020							
Sr.No	Branch	Branch Address	LCON	LCON Number	Switch Model	Quantity	ATM
69	GHOBUNDER ROAD	RBL Bank ATM Center, Ground Floor, Skyline Arcade, Gopal Baug, Ghobunder Road, Opp. Cine Wonder, Kapurbawadi, Thane (W) 400607	Anita Raghunath Iyer	9930631805	WS-C2960X-48TS-L	1	Yes
70	ANDHERI WEST	RBL Bank ATM Centre, Ground Floor, Ghanshyam Chambers, Plot No. B-12, Link Road, Opp. Citi Mall, Andheri West, Mumbai 400 053	Kunal Sinha	8291282159	WS-C2960X-48TS-L	1	Yes
71	J P NAGAR BANGALORE	RBL Bank ATM Center, (Upper Ground and Mez Floor), N-15, 24th Main, J.P. Nagar, I Phase, Aurobindo Marg, Bangalore - 560 078	Nitul Choudhury	8291282195	WS-C2960X-48TS-L	1	Yes
72	RAIPUR	RBL Bank ATM Center, Shop no 3 & 5, Raheja Extension, M G Road, Raipur. 492001	Vikas Varlyani	9752048080	WS-C2960X-48TS-L	1	Yes
73	NOIDA, SECTOR 63	RBL Bank ATM Center, Ground Floor H 1A/28, Sector 63, Noida, UP - 201301	Ranjeet Singh	8291282204	WS-C2960X-48TS-L	1	Yes
74	CHANDIGARH	RBL Bank ATM Center, Ground floor, SCO 135-136, Sector-9C, Madhya Marg, Chandigarh 160009	Vivek Khattar	8291282233	WS-C2960X-48TS-L	1	Yes
75	MADURAI	RBL Bank ATM Center, People's Tower, 153-G-H-I, North Vell Street, Madurai 625001	Padmanaban Ramalingam	8291282206	WS-C2960X-48TS-L	1	Yes
76	AMBUR	RBL Bank ATM Center, No.73, S S Avenue, By Pass Road, Melkrishnapuram, Ambur - 635802	S Mahaveer Chand	8291282205	WS-C2960X-48TS-L	1	Yes
77	BUDGE BUDGE	RBL Bank ATM Center, Shubham Building, 523/2/1 & 523/2/2, M.G.Road, Chowrasta, Budge Budge Road, Kolkata -700137 West Bengal	Soumya Sinha	9051015353	WS-C2960X-48TS-L	1	Yes
78	KUKATPALLY, HYDERABAD	RBL Bank ATM Center, Shop No.10 B, Ground Floor, Manjeera Majestic Mall, Kukatpally, Hyderabad-500072	Sourav Jain	8291282208	WS-C2960X-48TS-L	1	Yes
79	LUDHIANA	RBL Bank ATM Center, Ground floor, SCO No. 18-19 C, Canal Colony, Green Park Avenue, Pakhowal Road, Ludhiana 141001	Yadwinder Singh Chahal	8291282203	WS-C2960X-48TS-L	1	Yes
80	JAIPUR	RBL Bank ATM Center, Shop No. 1, Ground Floor, Silver Square, Bhagwan Das Road, Jaipur 302001	Deepakkumar Gupta	9610885111	WS-C2960X-48TS-L	1	Yes
81	COCHIN BRANCH	RBL Bank ATM Center, Ground & First Floor, Palal Arcade, Next to BATA Showroom, M. G. Road, Dist - Ernakulam, TAL - Kanayannur, Village - Karithala, Cochin - 682016	Ramesh Rajagopal	8291282220	WS-C2960X-48TS-L	1	Yes
82	GREATER KAILASH PART-II	RBL Bank ATM Center, Ground Floor, Basement ,M-2 Greater Kailash Market, Part-2, New Delhi 110048	Mani Sharma	8291282217	WS-C2960X-48TS-L	1	Yes
83	KALYANI	RBL Bank ATM Center, B-7/20(S), Kalyani, Besides Beri Honda Showroom, P.O. Kalyani, Dist. Nadia, Pin 741235	Sougat Paul	8291282236	WS-C2960X-48TS-L	1	Yes
84	DANKUNI	RBL Bank ATM Center, Shreya Apartment, 1st Floor, T. N. Mukharjee Road, Lumbhubagan, Opp. Ramsita Mandir, Dankuni, Hooghly, Pin 712311.	Arijit Dhar	8291282225	WS-C2960X-48TS-L	1	Yes
85	ZIRAKPUR	RBL Bank ATM Center, Ground Floor, Sco 1& 2 , Orbit Apartment, VIP road, ZIRAKPUR- District Mohali -140603	Sunny sood	8291282233	WS-C2960X-48TS-L	1	Yes
86	PHAGWARA, KAPURTHALA	RBL Bank ATM Center, Ground Floor, City centre tower 338, Guru Hargobind Nagar, Phagwara- 144401	Amit Sarin	8291282229	WS-C2960X-48TS-L	1	Yes
87	VAIZAG, VISHAKHAPATNAM	RBL Bank Limited, 47-10-1-4, Bhuvneshwari Plaza, Diamond Park Main Road, Dwarakanagar, Vishakhapatnam, A.P. - 530016.	Narasimha Kumar Rachakonda	8291282219	WS-C2960X-48TS-L	1	Yes
88	VIJAYWADA	RBL Bank Limited, D. No. 40-5-1, Ground floor, Tikkle Road, Opp. D V Manor, Vijaywada, Pin - 520010.	Srinivas Valiveti	8291282241	WS-C2960X-48TS-L	1	Yes
89	RAJPURA	RBL Bank ATM Center, Ground Floor, D-21, Calibre Market, Rajpura-Punjab 140401	Gaurav Delori	8291282228	WS-C2960X-48TS-L	1	Yes
90	SALT LAKE	RBL BANK ATM CENTER, Plot No - XI-16, Block EP & GP, Sector - V, Salt Lake City, Kolkata - 700091	Gyan Prakash Jain	8291282240	WS-C2960X-48TS-L	1	Yes
91	KHALIKPUR GUJRAT	RBL Bank Limited, Shop No. 16 & 17, Ground Floor, Sanskruti Complex, Nr Shyog Petrol Pump, Malpur Road, Khalikpur, Dist - Aravali, Gujarat - 383315	Muktiraj Jadeja	9913988111	WS-C2960X-48TS-L	1	Yes
92	BHOJPURA	RBL Bank ATM Center, RS No 58/3, Plot no 6, Near Galaxy Petrol pump, NH 27, Village Bhojpara, Taluka Gondal, Dist Rajkot Pincode 360311	Asfak Zakaria	8291282232	WS-C2960X-48TS-L	1	Yes
93	RAJKOT BRANCH	RBL Bank Ltd., Ground & First Floor, Shop no 104, Business Park, Opp Standard chartered Bank, Kalawad Road, Rajkot 360001	Pankaj Kansagra	9925527222	WS-C2960X-48TS-L	1	Yes
94	PRALHAD NAGAR	RBL Bank ATM Center, Shop No. 1 on ground floor, Safal Pegasus, Prahlad Nagar, Ahmedabad - 380015.	Rajendra Bohra	9879834834	WS-C2960X-48TS-L	1	Yes
95	CHAK BRANCH	RBL Bank Limited, Ground Floor, Murraba No. 42 & 26, Shop No. 18-21, Chak 72- , Tahsil, & Dist. Shriganganagar, Rajasthan - 335001.	Gagan Deep	9828937883	WS-C2960X-48TS-L	1	Yes
96	NANASA	RBL Bank ATM Center, Village Nanasa, P H No. 21, Tehsil Kannod, Dist. Dewas. State - Madhya Pradesh 455336	Varid Bhatt	7694033747	WS-C2960X-48TS-L	1	Yes
97	SOUTH BOPAL, AHMEDABAD	RBL Bank ATM Center, Ground Floor, Shop no 8 & 9, Orchid Center, South Bopal, Ahmedabad 380058	Tejash kumar Patel	9099918333	WS-C2960X-48TS-L	1	Yes
98	Alwarpet	RBL Bank Limited, Oxford Center, Ground Floor, 62/63, C. P. Ramaswamy Road, Alwarpet, Chennai - 600018	Mahalakshmi Srinivas	8291282245	WS-C2960X-48TS-L	1	Yes
99	VALLABH VIDYANAGAR	RBL Bank ATM Center, "Nilkanth Estate" Plot no.154/155, Ground Floor, Shop No G-3, Nana Bazar, Opposite University Girls Hostel, Vallabh Vidyanagar 388120	Kamlesh Nimbark	8291282237	WS-C2960X-48TS-L	1	Yes

ANNEXURE - B2 Bill Of Materials for PO.NO: RBL/MUM/IT/1359/2019-20 Dated: 22-01-2020

Sr.No	Branch	Branch Address	LCON	LCON Number	Switch Model	Quantity	ATM
100	SIRSAMA KURUKSHETRA	RBL Bank ATM Center, Ground floor, Khasra no – 1538978 Khewat No-185, Main Road Village – Sirsawa Dist. Kurukshetra – Haryana 136132	Gaurav Gupta	9896064555	WS-C2960X-48TS-L	1	Yes
101	ANKLESHWAR	RBL Bank ATM Cener, C Block, Shop no 1 to 5, Mayur Nagar, opp Lords Plaza, Old NH No 08, Village Piraman, Tal Ankleshwar, Dist Bharuch 393002	Ameya Jahagirdar	9930091904	WS-C2960X-48TS-L	1	Yes
102	Golf Course Extension	RBL Bank Limited,Ground Floor, Shop no. PSQ.R-1-GF-009A, Emaar MGF Palm Square, Golf Course Extension Road, Sector 66, Near Badshahpur Crossing Near Badshahpur Crossing	Sumit.Rohilla	8291282247	WS-C2960X-48TS-L	1	Yes
103	Sivandanampatti, Coimbatore	RBL Bank Limited, 37, Sathy Main Road, Next to Prozone Mall, Sivanandampuram, Saravanampatti, Coimbatore - 641035.	Ramesh.V	8291282249	WS-C2960X-48TS-L	1	Yes
104	Raj Nagar	RBL Bank ATM Center, GROUND FLOOR, D-33, RAJ NAGAR DISTRICT CENTRE (RDC), GHAZIABAD - 201002	Lovanshu Bhardwaj	8291282250	WS-C2960X-48TS-L	1	Yes
105	Lajpat Nagar	RBL Bank Limited, Complete Ground Floor and Basement, L-96, Lajpat Nagar 2, New Delhi - 110024	Sanjay Garg	8291282257	WS-C2960X-48TS-L	1	Yes
106	Ropar	RBL Bank ATM Center, Ground Floor, SCO No. 36, Beant Singh Aman Nagar, Bela Road, Ropar, Punjab 140001	Iqbal Singh	8291282263	WS-C2960X-48TS-L	1	Yes
107	Mandi Gobindgarh	RBL Bank ATM Center, Ground Floor, Plot No 416, Sector 3, Block C, Opposite HDFC Bank, Mandi Gobindgarh	Deepak Mengi (Acting BM)	9811822216	WS-C2960X-48TS-L	1	Yes
108	Hoskote	RBL Bank ATM Center, PLOT NO 4189/6275/2 / SURVEY NO 125, GROUND FLOOR OPP SADANA THEATRE, N H ROAD, KND COMPLEX, HASKOTE TOWN, BENGALURU – 562114	M Sekhar babu	8291282253	WS-C2960X-48TS-L	1	Yes
109	Modal Town	RBL Bank Limited, 265R, Modal Town, Opposite Kotak bank, Jalandhar - 144003	Abhineet Chopra	8054043600	WS-C2960X-48TS-L	1	Yes
110	BANDRA WEST	RBL Bank ATM Center, UNIT NO.2 AND 3,GROUND FLOOR, KALA KUNJ BUILDING, PLOT NO.710. LINKING ROAD, KHAR WEST, MUMBAI - 400052.	Johnpaul Pereira	9619535015	WS-C2960X-48TS-L	1	Yes
111	TIRUCHENGODE	RBL Bank ATM Center, DOOR NO. 180, BANGAI A STREET, ERODE MAIN ROAD, TIRUCHENGODE - 637211	Vijay.E	9739566600	WS-C2960X-48TS-L	1	Yes
112	SECUNDERABAD	RBL Bank Ltd.50, Ground Floor, M G Road, Secunderabad - 500003	Sourav Jain	8291282260	WS-C2960X-48TS-L	1	Yes
113	KAMREJ BRANCH	RBL Bank ATM Center, A3, JYOTI PARK SOCIETY, SURAT - KAMREJ ROAD, KAMREJ, DIST SURAT GUJARAT - 394185	Niraj Desai	9909995594	WS-C2960X-48TS-L	1	Yes
114	DLF Colony Banking Lane	RBL Bank Ltd. DLF Colony Banking Lane, SCO No.13, DLF Banking Lane, Tripuri, Patiala 147001	Aman Babbar	9888634620	WS-C2960X-48TS-L	1	Yes
115	Bhuvaneshwar	RBL Bank Ltd. HIG-16, Jaydev Vihar, Bhuvaneshwar, Odissa - 751013	Stalin Behera	9937009449	WS-C2960X-48TS-L	1	Yes
116	Shyam Bazar	RBL Bank Ltd, Ground and First Floor, 128 B, Bidhan Sarani, Kolkata - 700004.	Jagabandhu Biswas	9733001900	WS-C2960X-48TS-L	1	Yes
117	Jasola Branch	RBL Bank Ltd. Complete Shop No-JA0028 & JA0029, DLF Tower A, Jasola, New Delhi.	Imranul Haque	9910526976	WS-C2960X-48TS-L	1	Yes
118	Alipore	RBL Bank Ltd, Premises No: 51, Bankim Mukherjee Sarani, Ward No. 81, (41F Block – C, New Alipore) Pincode 700053	Stafford Ireland	9830707015	WS-C2960X-48TS-L	1	Yes
119	Chembur 18th Road	RBL Bank Ltd. Samruddhi, Plot No. 157, Office Floor, 18th Floor, Near Ambedkar Garden, Chembur East, Mumbai 400071.	Sunil Gouda	8585858585	WS-C2960X-48TS-L	1	Yes
120	Mohali	RBL Bank Ltd. S.C.F 116, 3B2 Mohali 160059.	Atul Soni	9876697588	WS-C2960X-48TS-L	1	Yes
121	Viman Nagar	RBL Bank Ltd, Alfa Premio, Shop No. 5, Near Datta Mandir, Opp. Kalsa Dairy, Viman Nagar, Pune.	JAYATHRATHAN IYER	9923346245	WS-C2960X-48TS-L	1	Yes
122	C G ROAD	RBL Bank ATM Center, GROUND FLOOR, G 28 TO G 31, MERCANTILE APARTMENT, DR. C.P. GIDWANI ROAD, NEAR GURUKRUPA HALL, CEMBUR, MUMBAI - 400074	Ajit Pandey	9322201555	WS-C2960X-48TS-L	1	Yes
123	Jajpur	RBL Bank Ltd. Plot No. 1253/2117, Chorada Main road, Jajpur Road, Orissa – 755019.	Amitabh Acharya	7894477046	WS-C2960X-48TS-L	1	Yes
124	Solan	RBL Bank Ltd. Two Shop/ Hall, GF, Khasra No. 8469/520, Mauja Jawahar Park, Solan, HP.	Vinay Kumar	9805524009	WS-C2960X-48TS-L	1	Yes
125	Ashok Nagar	RBL Bank Ltd. Ground Floor, 11th NRD Tower, 100 ft Road, Ashok Nagar, Chennai - 600083.	PAWAN DAYAL	8291282300	WS-C2960X-48TS-L	1	Yes
126	Jhandewalan Extension(Currency Chest)	Ground floor, 1E/7, Jhandewalan extension,,04,DELHI, New Delhi, 110055, IN	Rambir Singh (Head Currency Chest)	9313580931	WS-C2960X-48TS-L	1	No

ANNEXURE - B3 Bill Of Materials for PO.NO: RBL/MUM/IT/1359/2019-20 Dated: 22-01-2020

Sr.No	Office	Zonal Office	LCON	LCON Number	Switch Model	Quantity	3M Stack Cables
1	Barakhamba/Hansalaya	RBL Bank, First Floor, Hansalaya Building, 15 Barakhamba Road, Connaught Place, New Delhi, India 110001	Upendra Malik	9871536668	WS-C2960X-48TS-L	6	2
2	PRESTIGE TOWER	RBL Bank, Prestige Towers, Ground Floor, 99 & 100,Residency Road, Bangalore - 560 025.	Uttam Lad	9922919336	WS-C2960X-48TS-L	12	5
3	ICC Pune	RBL Bank, SMCCIA, Trade Tower, Show Room No-5,Off International Convetion Center,FP 403 A/2, Senapati Bapat Marg Road,04,Pune, Maharashtra, IN	Abhijit Sasane	9765759292	WS-C2960X-48TS-L	4	1
4	CHEENNAI T NAGAR	The Ratnakar Bank Ltd, HmH Plaza, No-56, G N Chetty Road,T Nagar,04,Chennai (Madras),	Uttam Lad	9922919336	WS-C2960X-48TS-L	4	2

ANNEXURE - B4 Bill Of Materials for PO.NO: RBL/MUM/IT/1359/2019-20 Dated: 22-01-2020

Sr.No	Office	Zonal Office	LCON	LCON Number	Switch Model	Quantity
1	NOC	RBL Bank Limited One National Operating Centre, 9th Floor, Techniplex Complex, Near Goregoan Flyover Off S V Road, Goregoan (W), Mumbai - 400064	Gaurang Shah	9920933739	WS-C296 0X-48TS-L	10
2	Airoli	RBL Bank Ltd, 16th Floor, Unit # SB-1601, 1602 & NB – 1601 Empire Tower, Reliable Tech Park, Off. Thane-Belapur Road, Airoli, Navi Mumbai 400708.	Gaurang Shah	9920933739	WS-C296 0X-48TS-L	10
3	Banneri Aman	RBL Bank, BLOCK A 7TH FLOOR BANNARI AMAN TOWERS NO 29 RADHAKRISHNAN ROAD CHENNAI 600004 TAMILNADU	Gaurang Shah	9920933739	WS-C296 0X-48TS-L	10

ANNEXURE – A TERMS AND CONDITIONS

1. SOLE AGREEMENT

Unless otherwise agreed in writing, these terms ("Terms" and each a "Term"), Addendum, Annexures, Schedules, Amendments and the purchase order overleaf (together the "Order" or "Agreement") represents the only conditions upon which RBL has placed Order for the items / services specified overleaf ("Products" or "Services" as applicable) to whom this Order is addressed ("Supplier"). The details of RBL and the Supplier are set out in **Addendum-1** to these Terms. Supplier Representative and its Contact details are set out in **Addendum-1**. Any other document carrying any other terms but not part of this Agreement shall not be treated as valid document and this Agreement shall supersede such terms or documents if any.

2. SUPPLY OF PRODUCTS / SERVICES:

Subject to the terms and conditions, Supplier shall supply to RBL, the Products / Services as set out in this Order. Products / Services shall be supplied by Supplier according to the Product specifications / Service description as specified in this Order.

3. CONFORMITY WITH ORDER

Products / Services shall conform strictly with this Order. RBL has right to reject the Products / Services in the event the same is not in conformity with specification / Service description as set forth in the Order. The Supplier shall submit the duly executed Order to RBL within 3 working days from the date of receipt of the Order failure to which RBL shall have rights to hold the payments.

4. DELIVERY AND TITLE

- 4.1 The delivery date/s and address/es are those specified in **Addendum-1**. Time shall be of the essence in respect of the Supplier's obligations under this Order.
- 4.2 Partial delivery of Products under this Purchase Order is not allowed unless approved by RBL in writing. However, in case of partial delivery (if allowed in this Order), any extra charges which become payable due to partial shipment, incorrect shipment, short shipment, incorrect packing etc. shall be borne by Supplier.
- 4.3 Supplier shall deliver all Products / Services as set out in **Addendum-1**.
- 4.4 Supplier shall complete installation / implementation of Products / Services as set out in **Addendum-1**.
- 4.5 The Supplier will not be excused delay in delivery or performance except due to force majeure events only subject to the Supplier having notified RBL in writing on becoming aware of such circumstances. RBL may terminate this Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in RBL's absolute opinion, significant. RBL shall penalize as agreed in the Addendum for failure to adhere to service levels as mentioned in Addendum-1.
- 4.6 Title to Products and risk of loss or damage to Products shall pass to RBL on delivery, free from any third party rights or interests.
- 4.7 If, on delivery, the Products / Services do not conform to this Order, then RBL may reject the Products / Services and the Supplier shall, at its sole expense, either promptly rectify any defects or, at RBL's option, supply appropriate replacement Products /Services. Products shall be subject to such testing and/or inspection as RBL may consider necessary.
- 4.8 For delayed delivery of Product(s)/Service(s) (with reference to delivery date as set forth in this Order), Supplier payments shall be subject to penalty as set out in this Agreement.

4.9 RBL shall undertake necessary monitoring and assessment as it deems fit and as is required and warranted with reference to the services / products or deliverables extended by the Supplier.

5. PRICE AND PAYMENT

5.1 Total Order value and currency of payment is set out in **Addendum-1**. Prices specified in this Order cannot be increased.

5.2 Details of applicable taxes on Order value are set out in **Addendum-1**.

5.3 In the event the Supplier raises invoices but has not submitted the executed Order as set out in clause above, RBL shall not be liable to process the said invoice until the Supplier submits the executed Order.

5.4 Payment for the Products shall be made by RBL against a correct and formal invoice from the Supplier as set out in **Addendum-1**.

5.5 In reference to the above clause, Supplier invoice shall be considered due only after completion of Credit period or Payment terms period as agreed and defined in this Order.

5.6 For partial payments, Supplier must submit the invoices as per special instruction; along with the confirmation from the RBL SPOC.

5.7 In case any credit, refund or other benefit is denied or delayed to the RBL due to any non-compliance by the supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the Supplier would reimburse RBL the loss to RBL including, but not limited to, the tax loss, interest and penalty.

5.8 Original Invoices shall be couriered to the address stated below. Payment of the Supplier's invoices will be made by RBL in the currency as stated in the Purchase Order.

Kind Attn:

Supplier Management Team

RBL Bank Limited
5th Floor, Techniplex-1
Off. S.V.Road,
Goregaon (West)
Mumbai – 400 062

Email: supplier.management@rblbank.com

5.9 Supplier shall submit following documents to process payment by RBL and ensure that no duplicate invoices and / or multiple billing is done for the same scope of work.

- a) Original Invoice stamped and signed or signed digitally
- b) Confirmation from RBL SPOC for processing payment (Either of the following is necessary)
 - If on E-mail:- E-mail must contain item description, invoice number, invoice date, invoice period and invoice amount **OR**
 - If physical invoice is signed by RBL SPOC (Employee):- RBL SPOC's (Employee) Name, Employee code & Signature is required
- c) Copy of Mail confirmation by RBL SPOC for...
 - Delivery Challan (For material deliveries) and/or
 - Installation Reports (For material or services installation) and/or
 - Timesheet (in case of T&M resources)

5.10 Invoices must have following information

- Must have same line item description / Unit Rate as that of Purchase Order.
- Correct HSN / SAC code
- GST details (CGST, SGST & IGST)
- Purchase Order number or Agreement Number as the case may be
- Unit rate

- Period (as applicable)

5.11 RBL shall be liable to process only invoices that are correct, complete, and undisputed & subject to terms as set out in this Agreement. Any invoice that does not adhere to this clause shall be treated as deemed rejected.

5.12 RBL shall have right to withhold the payment of Invoice in the event of any breach of this Agreement and any delay in rectifying the defect in Products and replacement of Products or delay/deficiency in delivery of Services.

6. PERSONNEL

6.1 The Supplier warrants, represents and undertakes on an on-going basis that a sufficient number of appropriately experienced, qualified, competent, trained and efficient personnel and in accordance with good industry practice hereunder will perform its obligations.

6.2 The Supplier's employees, agents or sub-contractors ("Personnel") may work at RBL sites from time to time as RBL require. The Supplier will indemnify RBL on written demand in respect of all losses, damages, costs and expenses in connection with the acts or omissions of the Personnel. RBL reserves the right to refuse to admit, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in RBL's opinion, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing RBL's own staff. The exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations hereunder.

6.3 Nothing in this Agreement shall be construed as creating any contractual or other relationship between RBL and any personnel of the Supplier, nor any obligation on the part of RBL to pay or see to the payment of any money due to any personnel.

6.4 The Supplier agrees and confirms that all the provisions applicable to the Supplier in relation to its personnel shall also be applicable to the sub-contractors and sub-agents. The expression "personnel" wherever appearing in this Agreement in relation to the Supplier shall include its officials, directors, employees, sub-contractors, sub-agents, nominees, representatives, designees, for all purposes and intents. No sub-contracting or assignment by Supplier is permitted except with prior written approval from RBL.

6.5 The Supplier shall provide all and any books and information with reference to such Personnel required by RBL. Supplier agrees that if the services include deputation of resources to RBL on or off premises. Additional Terms and Conditions on Manpower Support shall be applicable and confirms compliance to the requirements contained therein.

7. PROPRIETARY RIGHTS LIABILITY

7.1 If any allegation should be made or any claim asserted against RBL that its receipt, use or possession of the Products, or any part thereof, or any other materials provided to RBL relating to any Products or pursuant to this Order is a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark or any application therefor, the Supplier will indemnify RBL against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses (including legal fees) which arise directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by RBL. The Supplier shall either:

- a) procure for RBL the right to continue using the infringing Products; or
- b) modify or replace the Products so that they become non-infringing,

provided that in either case, the Products shall continue to meet RBL's requirements and any specifications stipulated in this Order and the Supplier shall avoid or reduce insofar as possible any interruption to RBL's business operations.

7.2 Should neither option avoid the allegation or claim referred to in this Term 6, then RBL may at its option return the Products to the Supplier and, without prejudice to the indemnity in this Term 5, the Supplier shall refund in

8. DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS AND IPR

If the production or provision of any Products involves research and/or development and/or IPR which is wholly or partly funded by RBL then, on their creation, the Supplier shall either assign to RBL with full title guarantee, title to and all rights and interest in all intellectual property or other rights in the results thereof or shall procure that the owner of such rights assigns them to RBL on the same basis. Nothing herein contained shall be construed to be a transfer of any intellectual property rights of RBL Bank to the Supplier. Supplier shall not use the logo, trademark or any copyrights of RBL Bank without the prior consent of RBL Bank.

9. CONFIDENTIALITY AND PUBLICITY

It is anticipated that each Party (the "**Disclosing Party**") may disclose confidential and/or proprietary information to the other Party (the "**Recipient**").

- 9.1 The Recipient will treat as confidential, for so long as such information remains Confidential Information, any information disclosed to or obtained by it from the Disclosing Party, whether disclosed or obtained before or after the Effective Date, which relates to the Disclosing Party and/or any of its subsidiaries, joint venture entities or Affiliates, including, without limitation, information relating to the services, software, products, data, research, development, Intellectual Property, customers, technology, systems, either Parties potential strategies or other business information respecting the Disclosing Party and/or any of its subsidiaries, joint venture entities or Affiliates (the "Confidential Information") subject to the terms and conditions of this clause.
- 9.2 "Confidential Information" shall not include (i) information which is publicly available at the time of Recipient's receipt thereof from the Disclosing Party, (ii) information which, after Recipient's receipt thereof from the Disclosing Party, becomes publicly available through no act or fault of Recipient; (iii) information which can be shown, was lawfully in Recipient's possession prior to the receipt thereof from the Disclosing Party; (iv) information which at the time it was received in good faith by Recipient from an independent third party was lawfully in possession of such third party and under no obligation of secrecy; and (v) information which is approved for release by the Disclosing Party without restriction. Further, either Party may disclose that it has entered into this relationship or generally that a client-vendor relationship exists, but beyond general disclosures, written permission must be obtained from the other Party.
- 9.3 Neither Party shall use or disclose any Confidential Information of the other Party, or use the other Party's Confidential Information except:
 - a) to perform its obligations under this Agreement
 - b) to the extent the Recipient is compelled by the law of India to disclose such Confidential Information provided that such Recipient shall use reasonable efforts to give advance notice of such compelled disclosure to the disclosing Party, and shall cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information
 - c) to its directors, officers, or employees on a need-to-know basis provided that such persons are made sufficiently aware of the Recipients' confidentiality obligations under this Agreement.
- 9.4 The Recipient covenants and agrees to use the Confidential Information only for the purposes contemplated by this Agreement and to disclose Confidential Information only to the extent necessary and in accordance with the terms of this Agreement and further agrees that none of the Confidential Information shall be used in any way detrimental to the Disclosing Party.
- 9.5 The Recipient agrees to advise its directors, officers, employees and agents (if any) of its obligations hereunder to the extent they have exposure to the Confidential Information or otherwise receive such information and to ensure compliance by such persons with the terms hereof.
- 9.6 At any time upon the request of the Disclosing Party, and in any event upon termination of this Agreement, unless otherwise mutually agreed to by the Parties, the Recipient shall destroy or return to the Disclosing Party all

documents and materials provided by the Disclosing Party, together with any copies or notes derived there from.

9.7 The Supplier shall indemnify and hold RBL harmless from and against all losses and damages of any nature and kind suffered by RBL (including legal costs and attorneys fees) as a result of any breach by Supplier of the terms and covenants of the terms contained in this Agreement.

9.8 The Supplier shall comply with all Data Protection Legislation. "Data Protection Legislation" means the legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual. The Supplier shall only undertake the processing of Personal Data that is reasonably required in connection with the performance of its obligations under this Agreement; and in accordance with the RBL written instructions. The Supplier shall comply with all reasonable procedures and processes notified by RBL from time to time. The Supplier shall not process or transfer any Personal Data outside India. Personnel or subcontractors of Supplier and issue a confirmation of compliance in this regard to RBL. Supplier shall maintain confidentiality of terms of the purchase order and information disclosed by RBL Bank in the course of provision of products/services. Supplier will ensure it has sufficient information security to prevent any leakage of information or fraud as required by RBL, under RBI Guidelines or other statutes as amended from time to time.

9.9 Confidential Information of RBL shall be segregated from other information in possession of the Supplier.

9.10 Supplier shall ensure that it has necessary security protocols and process to ensure protection of information.

9.11 RBL shall at its discretion and mandated intimate regulators of any breach or lapses.

9.12 The mutual obligations under this Clause 9 shall survive termination or expiration of the Agreement.

10. TERMINATION OF ORDER BY RBL

RBL will have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the Supplier, if the Supplier:

- 10.1 is unable to pay its debts or becomes insolvent;
- 10.2 is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);
- 10.3 has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- 10.4 enters into or proposes any composition or arrangement with its creditors generally; or
- 10.5 is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.
- 10.6 fails to deliver the Products / Services within timeframe as set forth in this Agreement or as may be agreed outside this Agreement in form of an approved written Project Plan or any such document.
- 10.7 is in material breach of this Agreement (being a single event or a series of events) and either such breach is not capable of remedy or, if the breach is capable of remedy, the Supplier has failed to remedy such breach within 15 (fifteen) days of receiving written notice requiring it to do so.
- 10.8 is not able to put Product / Services to effective use within stipulated timeframe as set forth either in this Agreement or as agreed outside this Agreement.
- 10.9 If any act or omission of the Supplier results in any Regulator notifying RBL that it may consider withdrawing any RBL license and the Supplier has not rectified such act or omission within a reasonable time or within the time stipulated in any notice from that Regulator (as applicable)
- 10.10 For convenience at any time on giving not less than 30 (thirty) days' notice.
- 10.11 if a Force Majeure Event persists for more than 30 (thirty) days.
- 10.12 Is pursuant to a statutory or regulatory direction

11. TERMINATION BY SUPPLIER

- 11.1 Supplier shall not have right to Terminate this Agreement partially or fully, except in a situation where RBL has not

paid undisputed Supplier invoice after following due Escalation Procedure as given below.

11.2 Escalation Procedure

- (1) First Escalation – On completion of due date of the invoice, Supplier shall escalate non-payment of any undisputed invoice to Head - Supplier Management via written request.
- (2) Both parties shall work together to resolve the dispute within 30 days from the date of First Escalation.
- (3) If the payment for undisputed invoices is not paid even after first escalation, then Supplier may escalate the same to Senior IT Management at RBL as 2nd level of escalation and give 30 days' correction/cure period.
- (4) If the undisputed invoices payments are not cleared even after 2nd level escalation and 30 days cure period, then Supplier can issue Termination notice 15 days before the actual termination of the Agreement.

Supplier shall provide reverse transition services to RBL at the request of RBL Bank, in the event of termination of this Agreement by either Party. Supplier undertakes to complete the reverse transition services within the period of prescribed by RBL from the date of request by RBL. Reverse Transition Services means the services to facilitate an orderly transfer of the Services to the Bank or to an alternative third party service provider nominated by the Bank

12. ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of this Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents whilst on RBL's premises shall comply with RBL's health and safety, information security and system security or any other rules and procedures where appropriate.

13. WARRANTY

The Supplier warrants that all Products and / or Services delivered under this Order: (a) shall be fit for their purpose and of satisfactory quality; (b) conform and comply in all respects with all statutory requirements and regulations currently in place or hereafter applicable in India (c) correspond with any relevant description or specification (including any description or specification set out in the purchase order overleaf) (d) will not cause any deterioration in the functionality of any RBL's equipment; and (e) will not infringe any third party rights of any kind. The Supplier hereby indemnifies RBL against all losses, liabilities, costs, claims, damages, expenses and awards of any kind incurred or made against RBL in connection with any breach of this warranty. Warranty period shall cover hardware repair & replacement, software & firmware upgrade, updates, bug fixes at no additional cost to RBL. Warranty for the Products and / or Services as being purchased under this Order shall be as set out in **Addendum-1**. Warranty period shall start from the date of installation and acceptance of Products / Services unless set out explicitly in **Addendum-1**. The Supplier shall ensure that any software/product or service provided to RBL is free of any back door, drop dead device, time bomb, trojan horse, virus, worm, spyware or adware (as such terms are commonly understood in the I.T. industry) or any other code designed or intended to have, or capable of performing or facilitating, any type of disruption, disablement, harm, impede in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed. Supplier shall implement measures designed to prevent the introduction of any malicious code into RBL systems, including firewall protections and regular virus scans.

14. REGULATORY INDEMNITY

The Supplier will be solely liable for all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against RBL, any member of the RBL Group or their respective directors, officers, agents, employees, members, subsidiaries and successors in interest (together the "Indemnified Persons") in connection with any

proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any legal and regulatory requirements in any jurisdiction from which the Products are provided. The Supplier will hold harmless each of the Indemnified Person or any fraud and indemnify each Indemnified Person on written demand in respect of all losses, damage, costs, expenses and liabilities (including legal fees) incurred by or awarded against an Indemnified Person in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any legal and regulatory requirements.

15. RELATIONSHIP

Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer- employee relationship in any manner whatsoever between the Parties. The Supplier acknowledges that its rendering of Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee or servant of RBL or any [subsidiary or affiliate of RBL.

16. AMENDMENT and ASSIGNMENT

RBL may, at its option, assign, transfer or novate all its rights, title, interests and obligations under this Agreement to any of its affiliates, subsidiaries or group companies without prior consent of the Seller. The Seller shall not have the right to assign this Agreement. However, in the event, the Seller assigns its right, inspite of not authorised to do the same, RBL reserves its right to terminate the Agreement immediately. Further, the Seller agrees to indemnify RBL for any losses, damages, claims, costs arises due to any assignment carried out by the Seller. This Agreement shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties.

17. NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses overleaf or sent by first class mail or may be served by facsimile to the number overleaf with confirmation by first class mail in which event notice shall be deemed served on receipt by the sender of such confirmation or may be served by electronic mail and such notice shall be deemed served upon receipt of such electronic mail on the email id of the authorized person.

18. LAW

18.1 This Order shall be governed by and interpreted in accordance with Indian law but without prejudice to RBL's right to take proceedings against the Supplier in other jurisdictions. Any dispute arising under the Order shall be subject to exclusive jurisdiction of the courts of Mumbai. These terms and conditions shall be governed by the laws of India.

18.2 Dispute Resolution

- i) Any Dispute shall be referred to the Senior Official of the Supplier and a Head of the concerned Department for RBL who will attempt to settle it by negotiation.
- ii) Neither party shall be obliged to follow the procedures set out in the clause above where that party intends to apply for injunctive relief against the other, provided that there is no delay in the prosecution of that application.
- iii) Without prejudice to either party's right to seek redress in court, the Supplier shall continue to provide the Services and to perform its other obligations under this Purchase Order and RBL shall continue to provide its obligations under this Purchase Order notwithstanding any Dispute or the implementation of the procedure described in this clause.

19. ADDITIONAL TERMS

The following terms shall become applicable to Outsourced Arrangements with Supplier,

- 19.1 During the tenure of this Agreement, and for a period of 7 years thereafter, RBL or its regulator (RBI)/any person appointed by the regulator reserves the right to audit, inspect, and make copies or extracts of all books, accounts, relevant documents, records, transactions and other necessary information given to, stored or processed by the Supplier's performance of Services under this Agreement. Supplier will keep the records pertaining to the Services described in this
- 19.2 Agreement available for such audit. RBL will give at least 2 days' prior notice to Supplier before it carries out such audits.
- 19.3 RBL shall be entitled to review and monitor the security practices and control processes of the Supplier on a regular basis and require the Supplier to disclose security breaches. It shall immediately notify RBL of any breach of security and leakage of any confidential information;
- 19.4 The Supplier hereby agrees to ensure that same high standards of care in performing the Services carrying out the job/work entrusted by RBL as will be employed by RBL if the activities were conducted within RBL and not outsourced.
- 19.5 Supplier hereby agrees for the continuous monitoring and assessment of the job/activity/work outsourced/entrusted to it by RBL and RBL exercising an appropriate level of control over the outsourcing and RBL's right to intervene with appropriate measures. Supplier undertakes to promptly implement such corrective measures.
- 19.6 The Supplier shall discuss and review the progress, status of the current assignment, on a regular basis as and when required by RBL in regard to the service standards.
- 19.7 shall establish and develop a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Supplier shall keep RBL informed of such contingency plans for business continuity and recovery procedures and shall implement recommendations, if any, prescribed by RBL. The Supplier shall periodically test such business continuity plan;
- 19.8 It may appoint/nominate/deploy sub-contractors for the purpose of fulfilling any of its obligations with the prior written consent of RBL;
- 19.9 Supplier will implement and maintain appropriate policies, procedures and effective systems to ensure protection of data/applications and also to safeguard the confidentiality of the RBL's Confidential Information. Supplier acknowledges and agrees to contractually bind its Subcontractors to comply with the same confidentiality requirements to which the Supplier is bound under this Agreement.
- 19.10 The Supplier hereby represents warrants and undertakes that: - It shall comply with all laws (including anti-corruption and anti-money laundering laws) applicable to Parties. It shall not, directly or indirectly, make or offer any payment, gift or other advantage which is intended to, or does, influence or reward any person (whether or not they are in the public sector) for acting in breach of an expectation of good faith, impartiality or trust or otherwise performing their function improperly. It shall put in place appropriate procedures and policies to restrict its employees, consultants or other agents from causing breach under this Agreement. It shall promptly notify RBL of any such breach.
- 19.11 The Supplier shall maintain fully secured system to ensure that there is no breach of its own internal security, which may result in disclosure of Information to any third party.
- 19.12 RBL shall, as it may deem appropriate and necessary, be entitled to disclose and allow access of all or any information and data relating to RBL and the Supplier, the Services or anything in relation to this Agreement to Reserve Bank of India, any other statutory, regulatory, administrative body, or any other person, at a reasonable time.
- 19.13 Supplier represents and warrants that none of RBL's officers, directors, employees or immediate family members thereof (collectively, "RBL Personnel") has received anything of value of any kind from it, or its officers, directors, employees or agents in connection with this Agreement; and that no RBL Personnel has a business relationship of any kind with its officers, directors, employees or agents.

- 19.14 Supplier shall ensure compliance with applicable laws and regulations at all times including but not limited to RBI outsourcing guidelines amended from time to time.
- 19.15 Supplier agrees and confirms that RBL Bank, its auditors, its regulators or authorized representatives are vested with audit and inspection rights of all books, information and data in possession with the Supplier and Supplier shall extend required support in this regard. Supplier affirms that RBL Bank Limited shall monitor and evaluate the services/products extended by the Supplier from time to time.
- 19.16 Supplier shall ensure that business continuity and disaster recovery policies and mechanisms are continuously in place to ensure operational continuity and minimal impact to service/products extended to RBL Bank Limited. Supplier shall undertake testing as prescribed by the Bank from time to time
- 19.17 Supplier shall not limit its liability for any losses and damages borne by RBL Bank arising out of breach of any terms of engagement with RBL Banking including but not limited to such damages and losses arising out of breach of confidentiality obligations, third party claims on intellectual property rights, non-compliance with applicable laws and regulations and fraud.
- 19.18 Neither the Supplier nor any of its related parties, associate , affiliates shall or has ,in relation to the transactions the subject of this PO or otherwise made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, to or for the use or benefit of any government official or any entity or other person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; or (ii) violate the anti-bribery, anti-corruption and money-laundering laws and obligations or any other applicable Law as maybe enacted from time to time.

The terms and conditions in addition or supersession to the ones contained in this Term are set out in **Addendum-1**.

