



REQUEST FOR PROPOSAL
FOR MAINTENANCE OF SERVERS / STORAGE

Ref: SBI:GM/OPS/17-18/01 dated : 06.04.2017

The Dy General Manager
Global Markets(Operations)
State Bank of India
Corporate Centre
14th floor, State Bank Bhavan
Madame Cama Road
MUMBAI-400 021

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a - CHECK LIST FOR BIDDERS

- Verify eligibility.
- Ensure that Annexure A, Annexure B, Annexure C, Annexure D, Annexure G are on the company letter head duly stamped and signed by the authorised signatory.
- Enclose all eligibility documents as per annexure B
- Enclose EMD (Draft/BG). EMD should be enclosed in the technical bid cover.
- Indicative Price Bid (Commercial Bid) cover should have only the price bids as per annexure F
- Technical bid also should have a CD containing all technical bid documents.
- Indicative Price Bid (Commercial Bid) cover also should have a CD containing indicative price details as per annexure F
- Technical bid should be spirally bound and each page should be signed and stamped.
- Two cover systems - Both Technical Bid and Commercial Bid should be submitted together on or before bid submission date along with covering letter giving details like Name of the Company, Contact Person, Mailing address with Pin Code, Telephone number and Fax Number, Mobile Number, e-mail.
- Each page of the bid should be stamped (rubber stamp) and signed by authorised persons.

b- BID DETAILS

1	Date of commencement of Bidding Process	Date: 06.04.2017 Time: 02.00 pm
2	Last date and time for downloading Bidding Documents	Date: 21.04.2017 Time: 5.00 pm
3	Last Date and Time seeking clarifications, if any.	Date: 24.04.2017 Time: 5.00 pm
4	Last Date and Time for Bid Submission	Date: 27.04.2017 Time: 5.00 pm
5	Date and Time of Technical Bid Opening	Date: 28.04.2017 Time: 12.00 pm Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidders representatives
6	Place of opening of Bids	Office of Dy. General Manager (Operations), 14 th Floor, Global Markets Dept, State Bank of India, Corporate Centre, Mumbai-400021.
7	All correspondence relating to this RFP should be sent to the following ID's	dgmops.glm@sbi.co.in , cc to fmc.gmu@sbi.co.in
8	Earnest Money Deposit	Rs. 25,000/- in the form of Demand Draft / Bank Guarantee. EMD should be enclosed with Technical Bid.
9	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. e-mail (on the outer envelope as well as inside the technical bid cover)
10	Date of Commercial Bid Opening or Date of Online Reverse Auction	Will be communicated to bidders qualifying in technical bid.
11	Inspection of the Hardware	Vendors can inspect the assets in consultation with Shri. Manoj Lakhani, Chief Manager – 22741463, 9167280101 fmc.gmu@sbi.co.in . Requests for inspection of assets should be made before 22.04.2017. Inspection will be arranged on a common date.

1. Overview

State Bank of India is India's largest Bank with a network of over 22,000 branches spread across India. Bank has established Global Markets Department at Corporate Centre, Mumbai to manage bank's rupee and forex treasuries, investments and to transact in rupee markets and forex markets on behalf of Bank and its customers. This RFP is issued by the Global Markets Department on behalf of SBI for selecting service provider for undertaking Annual Maintenance Contracts of Servers located at Global Markets.

2. Purpose

Global Markets Department is requesting proposal for providing maintenance support for servers/storage as per the scope document for a period of 12 months from the date of contract.

3. Invitation

The bidders desirous of providing maintenance support for servers/storage as per the scope document for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide such service adhering to Bank's requirement outlined in this RFP.

This RFP is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official of State Bank of India with a selected Bidder.

4. RFP Terminology

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

- 4.1 Bidder/Service Provider/System Integrator– An eligible entity/firm submitting a Proposal/Bid in response to this RFP
- 4.2 Supplier/Contractor/Vendor – Selected Bidder/System Integrator under this RFP.
- 4.3 Bank/Purchaser/SBI - Reference to the “the Bank”, “Bank” and “Purchaser” shall be determined in context and may mean without limitation “State Bank of India and subsidiaries”.
- 4.4 Proposal/Bid – the Bidder's written reply or submission in response to this RFP
- 4.5 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 4.6 Solution/Services/Work/System – “Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with

existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.

4.7 ITB – mean instructions to the Bidder.

4.8 Project Cost - Project cost would be initial cost/ onetime cost/ fees /development Cost/installation cost/ commissioning cost/ integration cost with existing systems/customization cost/ trainingcost/technical assistance.

4.9 Annual Maintenance Contract (AMC) - It would be the annual cost of maintenance of Hardware/Software solution / Service.

5. Eligibility Criteria

Bid is open to all Bidders who fulfil the eligibility criteria. The bidder has to submit the details of eligibility criteria as per **Annexure – B.**

6. Scope

As per annexure C

7. Disclaimer

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 State Bank of India (Bank), 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.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank 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 advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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 Bank 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 Bank 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.

8. Earnest Money Deposit (EMD)

Bidder to submit the EMD of Rs. 25,000/- (Rs. Twenty five thousand only) as Bid Security in the form of Demand Order in favour of State Bank of India, payable at Mumbai. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

EMD (Demand Draft) should be kept in the envelope containing technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

The EMD of the unsuccessful bidders will be returned as early as possible. Successful Bidder's EMD will be returned upon the bidder signing the contract and submitting the required Performance Bank Guarantee.

No interest is payable on the amount of EMD.

If EMD is in the form of the Bank Guarantee, the bank guarantee should be issued by any scheduled commercial bank, other than SBI. A format for BG is attached as per Annexure H. The bank guarantee will be valid for period of 6 months and retained by bank.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future 3 RFPs floated by the Bank/ Global Markets Department as per sole discretion of the Bank.

9. Performance Bank Guarantee (BG)

The selected bidder would be required to submit a performance Bank Guarantee to the Bank for an amount equivalent to 10 % of order value within 15 days of purchase order issue date. The bank guarantee will be valid for period of 15 months and such other extended period as the Bank may decide for due performance of the project obligations.

The bank guarantee should be issued by any scheduled commercial bank, other than SBI. A format for BG is attached as per Annexure H.

The Performance Bank Guarantee is required to protect the interest of purchaser against the risk of non performance of the successful bidder in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee (BG), also if any act of the supplier results in imposition of Liquidated Damages then the purchaser reserves the right to invoke the submitted Performance Bank Guarantee.

10. Bidding Document

10.1 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation(s), etc. Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.2 Content of Bidding Document

10.2.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Functional Requirement Specifications (FRS), Eligibility Criteria, Technical Bid and Financial Bid. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

10.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. While SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

10.3 Clarifications& Amendments

10.3.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

10.3.2 The Bidder requiring any clarification of the bidding documents should submit written queries on or before the date mentioned in the bid details.

10.3.3 At any time prior to the deadline for submission of bids, SBI may modify the bidding document by amendment.

10.3.4 Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be available in SBI's website- <http://www.StateBankofIndia.com>. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

11. Bidding Process

11.1 The bids shall be submitted in **two separate sealed envelopes**, one containing Technical Bid and other Indicative Commercial Bid, both to be submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for commercial bid opening and further RFP process.

11.2 The Bidder should be willing to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank. Eligible Bidders will be trained by Bank's authorized service provider for this purpose. Bidders should also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed bidders.

12. Preparation and Submission of Bids

12.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.

12.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.

12.3 Technical bid should comprise of one hard copy and one soft copy (Word format). Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as “TECHNICAL BID”. The soft copy of the technical bid should be submitted on a CD sealed in an envelope marked as “SOFT COPY OF TECHNICAL BID”. These two sealed envelopes should be placed in a single sealed envelope super scribed as **“Technical bid for maintenance of servers/storage”**.

The technical bid should consist of the following:

- i. Earnest Money Deposit as specified in this document
- ii. A letter on bidder’s letterhead mentioning
 - a) Details of EMD submitted, technical competence and experience of the bidder
 - b) Certifying that the period of the validity of the bid is 180 days from the target date of submission of bid
 - c) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid
 - d) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure B.**
- iii. Bidders information as per **Annexure D** on bidder’s letter head
- iv. Audited balance sheets and profit and loss account statement for last 3 years
- v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- vi. Response to all points of the Technical evaluation format as per **AnnexureC**

12.4 Bidder should submit indicative commercial bid as per **Annexure F** of the bid document. Indicative Commercial bid should comprise of one hard copy and one soft copy (Word/Excel format). Hard copy of commercial bid should be a complete document and placed in a sealed envelope super-scribed as **“INDICATIVE COMMERCIAL BID”**. The soft copy of the commercial bid should be submitted on a CD sealed in an envelope marked as “SOFT COPY OF INDICATIVE COMMERCIAL BID”. These two sealed envelopes should be placed in a single sealed envelope super scribed as **“Indicative Commercial bid for maintenance of servers/storage”**.

12.5 The bids should be submitted in 2 separate envelopes one for Technical Bid (super scribed as “Technical bid for maintenance of servers/storage”) and other for Commercial Bid (super scribed as “Indicative Commercial bid for maintenance of servers/storage”).

12.6 Bid Prices

The prices should be specified only in “Indicative Commercial Bid” and must not be specified at any other place in the bid document. The quotes prices shall be exclusive of service tax.

12.7 Revealing of Prices

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid, failure to do so make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by the bank, revised commercial bid may be required to be submitted in a separate sealed envelope.

12.8 Inspection of assets – Vendors may inspect the assets at their own cost. Request for inspection should be submitted by email at the id (fmc.gmu@sbi.co.in) before 22.04.2017.

12.9 Validity of Bids

Bid shall remain valid for 180 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However any extension of validity of bids will not entitle the bidder to revise/modify the bid document.

12.10 Bid Integrity

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of SBI. The bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/or use the contents of submission as the basis for RFP process.

12.11 Format and Signing of Bid

12.11.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.

12.11.2 All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all

pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

12.11.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

12.11.4 In case of any discrepancies between hard and soft copy, the hard copy will be consider as base document.

12.11.5 Bid should be typed and submitted on A4 size paper, **SPIRALLY BOUND SECURELY** and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

12.12 Last date of receipt of bids

The bid should be addressed to Dy.General Manager (Operations) at the addressed mentioned below up to the time and date mentioned at bid details:

The Dy.General Manager (Operations) State Bank of India, Global Markets Department. 14 th Floor, State Bank Bhavan, Madame Cama Road, Mumbai 400021.

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

12.13 Bid Currency

Prices shall be expressed in Indian National Rupees only.

12.14 Late Submission of bids

Any bid received by the Bank after target date and time prescribed at Bid details will be rejected and /or will not be opened. Bid documents submitted late will be returned to the bidder at his risk and responsibility.

12.15 Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

13. Opening and Evaluation of Bids

13.1 Opening of Technical Bid

All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be open in the presence of representatives of the bidders who choose to attend.

13.2 Evaluation Process

13.2.1 Preliminary examination

The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

13.2.2 Technical Evaluation

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure B**) and technical information submitted as per technical bid format (**Annexure C**). The bidder will demonstrate/substantiate all claims made in the technical bid to the satisfaction of the Bank at their cost. Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for commercial bid opening & evaluation / Reverse Auction.

13.2.3 Commercial Evaluation. Not applicable.

13.2.4 Final Evaluation

The online reverse auction will be conducted by the Bank or a company who have been authorized in this regard by the Bank. Reverse auction guidelines will be communicated to all short-listed bidders.

14. Award & Signing of contract

SBI will notify successful bidder (L1) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidder has to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance. The successful bidder shall be required to enter into a contract/SLA with the Bank (as per enclosed format), within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement (NDA), BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

15. Subcontracting

Subcontracting of the services is prohibited.

16. Para deleted intentionally

17. Powers to Vary or Omit Work

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

In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

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

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

19. Inspection, Quality Control and Audit

19.1 The Bank may, at its discretion, get the products, software's/ hardware's and services of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors. The finally selected bidder and / or his / their outsourced agents / sub – contractors shall facilitate the same.

19.2 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call for any relevant material information / report.

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

- (a) The Bank may, at its discretion carry out 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 at factory site of the supplier before dispatch of goods, by the Bank's officials / Bank's Consultants / Testing Agency.
- (b) The supplier should intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;

- (c) The Bank may, at its 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 by the Bank meriting waiver of such inspection of goods.
- (d) In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
- (e) The inspection and quality control tests may be conducted on the premises of the supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.

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

20. Conflict of Interest:

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

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

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

21. Fraud & Corrupt Practices:

21.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.

Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

21.2 Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

22. Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 3 (three) months, for any valid reason, including but not limited to the following reasons:

- i) Laxity in following security standards laid down by the Bank
- ii) Excessive delay in execution of orders placed by the Bank
- iii) Discrepancies / deviations in the agreed processes and/or products

iv) Violation of terms & conditions stipulated in this RFP

23. Delays in the Vendor's performance in successful implementation of the project

Delivery of the solution and performance of the services shall be made by the Vendor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

24. SLA and Penalty

The vendor shall ensure that an uptime of minimum 99% is maintained (computed per calendar fortnight) without fail, during the period under support. Any break down or malfunctioning of the server/storage etc. should be rectified within a period of FOUR hours from the receipt of complaint. The services of the support engineer from the vendor should be made available on call onsite as and when required by the Bank.

The maximum downtime for the any/all servers/storage including response time and resolution period can be up to 12 hours per calendar fortnight (computed by adding all the downtimes that have occurred during a calendar fortnight) failing which penalties will be levied as mentioned in the table below, excluding instances beyond the control of the vendor but subject to Bank's satisfaction.

Downtime per Calendar Fortnight	Penalty (per hour for the entire duration of downtime i.e. No. of rounded-up hours multiplied by the rate given below)
Up to 12 hours	Nil
> 12 hours up to 24 hours	Rs. 500
> 24 hours	Rs. 1000

Maximum penalty can be upto 20 % of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

25. Termination for Default

SBI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the contract in whole or part: if the Vendor fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Vendor fails to perform any other obligation(s) under the Contract. In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to

those undelivered and the Vendor shall be liable to Bank for any excess costs for such similar systems or services. However, the vendor shall continue the performance of the contract to the extent not terminated.

26. Force Majeure

Any failure or delay by bidder or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination.

If Force Majeure situation arises the Vendor shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI 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.

27. Termination for Insolvency

SBI 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 occurred or will accrue thereafter to SBI.

28. Governing Law and Disputes (Applicable in case of successful bidder only)

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

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

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

29. Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

30. Governing Law

The contract shall be interpreted in accordance with the laws of the Government of India.

31. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. For the purpose of all notices, the following shall be the current address:

For the Bank

Dy.General Manager (Operations),
State Bank of India,
Global Markets Department
14th Floor, State Bank Bhavan
M C Road, Mumbai 400021.
Fax : +91 22 22741463/53
Email dgmops.glm@sbi.co.in/fmc.gmu@sbi.co.in

For the Vendor

<Address>
<Fax>
<Telephone>
<Email:>

The notice shall be effective when delivered or on the notice's effective date whichever is later.

32. Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes, etc, incurred until delivery of the contracted systems to SBI and therefore should be included in the price bid.

The quote prices are exclusive of service tax.

33. Vendor's Obligation

33.1 The vendor is obliged to work closely with SBI's staff, act within its own authority and abide by directives issued by SBI from time to time.

33.2 The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.

33.3 The Vendor will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of SBI as explained under 'Non Disclosure Agreement' in *Annexure E* of this document.

34. Para deleted intentionally.

35. Para deleted intentionally.

36. Technical Documentation

Vendor should provide detailed root cause analysis for any incidents that occur to the Bank free of cost in timely manner.

37. Para deleted intentionally.

38. Services

All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc

The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution.

Bidder should ensure that vendor's key personnel with relevant skill are always available to the Bank.

Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

Bidder should provide and implement patches / upgrades / updates for Hardware / Software / OS / Middleware etc as and when release by the Vendor/OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all release /version change.

Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates. Bidder has to support older versions of the software / Hardware / OS/ Middleware etc in case the Bank chooses not to upgrade to latest version.

Bidder should provide maintenance support for Hardware / Software / Operating System/ Middleware over the period of utility of Hardware / Software / Operating System /Middleware.

All products updates, upgrades & patches should be provided by the Bidder/Vendor free of cost during warranty and AMC/ATS period.

The Bidder should keep the Bank explicitly informed the end of support dates on related products/hardware and should ensure a support during warranty and AMC/ATS period.

39. Purchase Price

The total cost of services for the desired period to be quoted in Indian Rupees and should be firm/not subject to any price escalation and strictly in line with Annexure-F.

The price quoted should be inclusive of all incidentals and Central/ State Government levies, etc. Service Tax, which, if any, shall be paid as per the actuals on production of relevant documents, in original.

Further, subsequent to the orders being placed/ agreement executed, the finally selected bidder shall pass on to State Bank of India all fiscal benefits arising out of reductions, if any, in Government levies, etc.

40. Support Services:

The selected Bidder shall render services for the support period mentioned in the document.

During the support period, the Bidder will have to undertake comprehensive maintenance/support of the licenses. Further, during the period, vendor should provide, at no cost to the Bank, new versions, releases, upgrades, updates, etc. of software. During the support period, the vendor should maintain the product to comply with parameters defined for acceptance criteria and shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirement and transport charges from and to the Site (s) in connection with the repair.

Bidder's comprehensive maintenance and administration/ management of product during the support period – The selected Bidder shall ensure that services of professionally qualified personnel are available for providing comprehensive support as per the scope of work during the support period. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirement of the Bank, fine tuning, system monitoring, log maintenance, etc. The bidder shall provide services of an expert engineer at SBI Global Markets Department or other locale where required whenever essential. In case of failure/malfunctioning of the licenses, the Bidder shall ensure that product is made operational to the full satisfaction of the Bank. The selected Bidder

shall provide preventive maintenance schedules per month, which shall be specified in advance.

In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

Diagnostics for identification of systems failures

Protection of data/ Configuration

Recovery/ restart facility

Backup of system software/ Configuration

41. Support Requirements:

Online support facility during the usual banking hours from 9.30 am to 6.00 pm. On-call onsite support should be made available on all days of the year within specified time of making the call at Mumbai locations as and when required by the Bank.

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

Escalation matrix should be made available to the Bank at least once in each quarter and each time the matrix changes.

42. Compliance with IS Security Policy:

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

- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration

- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- Physical Security of the facilities
- Physical and logical separation from other customers of the Vendor
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/Protection requirement of the Bank.
- In general, confidentiality, integrity and availability must be ensured.

43. Right to Verification:

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

44. Terms of Payment – Quarterly instalments in arrears.

45. Validity of agreement: The agreement will be for a period of ONE year. SBI reserves the right to terminate the agreement as mentioned elsewhere in this document. Until the agreement is executed, the terms and conditions of this R.F.P.

will prevail on all participating bidders. The format for Agreement to be executed is given in Annexure J.

46. Indemnity to the Bank

The Bidder shall indemnify State Bank of India and keep indemnified against any loss or damage that the State Bank of India may sustain on account of any violation of patents, trademark etc., by the Bidder or the OEM while providing support services as desired in the document.

47. Limitation of liability:

Under no circumstances shall either party be liable for indirect, incidental, consequential, special or exemplary damages from termination of this Agreement, even if the party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. The aggregate liability of either party under this agreement shall not exceed the total value of this contract.

48. Confidentiality:

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data papers and statements and trade secret of SBI relating to its business practices and their competitive position in the market place provided to the selected Bidder by SBI in connection with the performance of obligations of Bidder under the purchase order to be issued, shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party.
- ii. The Confidential Information including all data, documents, papers and statements will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. No agreements, addendums, purchase order etc, in part or complete be shared, published by the selected vendor, without the written permission of the Bank.

49. Terms & Conditions

- a) Language of Bid: All bids and supporting documentation shall be submitted in English.
- b) SBI reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank’s decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the vendor.
- c) Any Bid not containing sufficient information, in view of SBI, to permit a thorough analysis may be rejected.

- d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- e) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.sbi.co.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- g) Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.
- h) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.
- i) SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:
- (i) Services Contemplated are no longer required
 - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - (iii) Proposed prices are unacceptable to the Work
 - (iv) The Project is not in the best interest of SBI
 - (v) Any other reason
- j) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.
- k) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- l) SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc
- m) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder.
- n) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

o) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

Annexure A

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,
Dy.General Manager (Operations),
State Bank of India,
Global Markets Department,
14th Floor, State Bank Bhavan
M C Road, Mumbai 400021.

Sir,

Our Bid for *MAINTENANCE OF SERVERS/STORAGE*

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract
5. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever
6. Vendor means the bidder who is decided and declared so after examination of commercial bids.
7. The name(s) of successful bidder to whom the contract is finally awarded after the completion of commercial bid shall be displayed on the website of the Bank and/or communicated to successful bidder(s).
8. The Commercial Bidding process will be through an e-procurement reverse auction process (or manual price negotiation). The online reverse auction will be conducted by the Bank or a company who have been authorized in this regard by the Bank. The bidders are required to possess a valid Digital Certificate for participating in the e-procurement process.

Yours faithfully,

For:

Signature:

Name:

Annexure B

Eligibility Criteria

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

Sr.No.	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.	The bidder should be profitable organization for last 1 financial year	Copy of the audited balance sheet and / or Certificate of the Chartered Accountant.
3.	Bidder (Engineer) should have experience of minimum 3 years in providing computer servers support services.	Copy of the purchase orders.
4.	Vendor should have qualified support engineers at Mumbai and Hyderabad.	Details of the offices, contact details viz. Name, Phone, Fax, Mobile.

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

Signature

Seal of Company

(Signature and seal of company to be put on both pages of Annexure B)

TECNICAL SPECIFICATIONS

The successful bidder should arrange for providing servers/storage at production sites and DR sites (Mumbai / Hyderabad) as detailed hereunder:

No.	MAKE / MODEL	MACHINE SERIAL NO.	LOCATION
1	HP DL380 G8	SGH402AWY3	State Bank Bhavan
2	HP DL380 G8	SGH402AWY1	State Bank Bhavan
3	HP DL380 G8	SGH402AWXX	State Bank Bhavan
4	HP DL380 G8	SGH402AWY0	State Bank Bhavan
5	HP DL380 G8	SGH402AWY2	State Bank Bhavan
6	HP DL380 G8	SGH402AWY4	State Bank Bhavan
7	HP DL380 G8	SGH402AWXW	State Bank Bhavan
8	HP DL380 G8	SGH402AWXY	State Bank Bhavan
9	HP PROLIANT DL 380 G6	SGH013XV07	State Bank Bhavan
10	HP PROLIANT DL 380 G6	SGH013XV09	State Bank Bhavan
11	DELL Power Edge R710	JWV84BS	State Bank Bhavan
12	HP PROLIANT DL 380 G6	SGH013XV0D	State Bank Bhavan
13	IBM SYSTEM X3650 M3	794514A-	State Bank Bhavan
14	HP DL380 G5	SGH7235FP1	State Bank Bhavan
15	HCL INFINITY/GLOBAL	4083A1416526	State Bank Bhavan
16	IBM System X3100 M4	06VRNX0	BKC
17	IBM System X3100 M4	06VRNW4	BKC
18	HP PROLIANT DL 380 G6	SGH013XV0J	Belapur
19	HP PROLIANT DL 380 G6	SGH013XV0F	Belapur

THE MAINTENANCE CONTRACT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. The maintenance contract is for the period of 1 year from the date of commencement.
2. The successful bidder should provide an onsite engineer at our Mumbai office (State Bank Bhavan) between 9.30 am to 6.00 pm.
3. The maintenance contract is a comprehensive on site and should cover labour and parts and OS support.
4. The vendors should carry out 4 preventive maintenance (once in a quarter).
5. The maintenance amount will be payable quarterly in advance.

6. Bank reserves the right to exit the agreement with 1 month notice.
7. Bank, during the currency of the agreement, may remove any or all of the above servers/storage from the maintenance agreement with 1 month notice. In such an event the AMC amount will be reduced on pro-rata basis.
8. Bank, during the currency of the agreement, may offer additional servers/storage/other hardware for maintenance at mutually agreeable terms.
9. Movement of servers/storage/other hardware in and out of the maintenance contract will be at the sole discretion of the Bank.

Signature and Seal of Company

Bidder Details

Details of the Bidder

1. Name
2. Date of Incorporation and / or commencement of business
3. Certificate of incorporation
4. Brief description of the Bidder including details of its main line of business
5. Company website URL
6. Particulars of the Authorized Signatory of the Bidder
 - a. Name
 - b. Designation
 - c. Address
 - d. Phone Number (Landline)
 - e. Mobile Number
 - f. Fax Number
 - g. Email Address

Signature and Seal of Company

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Mumbai between: State Bank of India, constituted under the State Bank of India Act, 1965 having its Corporate Centre at Mumbai (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

1. _____ is carrying on business of providing _____, has agreed to provide **maintenance service for Servers/storage** for the Bank and other related tasks.

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

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

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

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

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to

Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

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

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) the statutory auditors of the Customer and

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

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

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

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

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the

Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

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

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

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Annexure F

INDICATIVE PRICE BID

No.	MAKE / MODEL	MACHINE SERIAL NO.	LOCATION	12 month AMC cost (Exclusive of Service Tax)
1	HP DL380 G8	SGH402AWY3	State Bank Bhavan	
2	HP DL380 G8	SGH402AWY1	State Bank Bhavan	
3	HP DL380 G8	SGH402AWXX	State Bank Bhavan	
4	HP DL380 G8	SGH402AWY0	State Bank Bhavan	
5	HP DL380 G8	SGH402AWY2	State Bank Bhavan	
6	HP DL380 G8	SGH402AWY4	State Bank Bhavan	
7	HP DL380 G8	SGH402AWXW	State Bank Bhavan	
8	HP DL380 G8	SGH402AWXY	State Bank	
9	HP PROLIANT DL 380	SGH013XV07	State Bank	
10	HP PROLIANT DL 380	SGH013XV09	State Bank	
11	DELL PowerEdge R710	JWV84BS	State Bank	
12	HP PROLIANT DL 380	SGH013XV0D	State Bank	
13	IBM SYSTEM X3650	794514A-	State Bank	
14	HP DL380 G5	SGH7235FP1	State Bank	
15	HCL	4083A1416526	State Bank	
16	IBM System X3100 M4	06VRNX0	BKC	
17	IBM System X3100 M4	06VRNW4	BKC	
18	HP PROLIANT DL 380	SGH013XV0J	Belapur	
19	HP PROLIANT DL 380	SGH013XV0F	Belapur	

Signature

Seal of Company

Compliance Statement

DECLARATION

Terms & Conditions

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank 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 Bank will have the right to disqualify us from the bid.

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

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

- 1)
- 2)
-

(If left blank it will be construed that there is no deviation from the specification given above)

Signature:

Seal of Company

Format for Performance Guarantee

BANK GUARANTEE

To,

The Dy.General Manager (Operations)
State Bank of India,
Global Markets Department,
14th Floor, State Bank Bhavan,
MC Road, Mumbai 400021.

(Hereinafter referred to as "SBI / you")

Whereas consequent to your Request For Proposal (RFP) No SBI:GM/OPS/17-18/01 dated 06.04.17 you have issued a Purchase Order No. _____ dated _____ to M/s _____, having its corporate office at _____ (hereinafter referred to as "the Contractor") to provide maintenance of servers/storage services for the Bank.

Whereas as per the payment terms of the said RFP/Purchase Order the Contractor has to submit a Bank Guarantee from a any scheduled commercial bank, other than SBI in favour of you.

And whereas, we, _____ Bank, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding Rs. _____/- (Rupees _____ Only), being 10% of the value of the Purchase Order, in the event of any breach by the Contractor of the obligations under your said Purchase Order, or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding Rs. _____/- (Rupees _____ Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to SBI within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Contractor. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of ____ years from the date of the installation i.e. up to _____. Unless a claim under this Guarantee is made against us within one month from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date :

For _____

(Branch and Bank)

Place :

Format for Earnest Money Deposit (EMD)

To,

The Dy.General Manager (Operations)
State Bank of India,
Global Markets Department,
14th Floor, State Bank Bhavan,
Madame Cama Road, Mumbai 400021.

Dear Sir,

**EMD BANK GUARANTEE FOR MAINTENANCE OF SERVERS/STORAGE
TO STATE BANK OF INDIA TO MEET SUCH REQUIREMENTS AND
PROVIDE SUCH SERVICES AS ARE SET OUT IN THE REQUEST FOR
PROPOSAL**

WHEREAS State Bank of India (SBI), having its Corporate Office at State Bank Bhavan, Mumbai, and regional offices in other cities in India has invited Request for Proposal to provide maintenance of servers/storage and other hardware service on behalf of SBI vide its **RFP No. SBI:GM/OPS/17-18/01 dated 06.04.2017** on the terms and conditions mentioned in the RFP documents,

It is one of the terms of said Request for Proposal that the bidder shall furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money Deposit.

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

NOW THIS GUARANTEE WITNESSETH THAT

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

liability against such sum shall not exceed the sum of Rs. ____ (Rupees ____ lakhs only).

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

We hereby further agree that –

Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the SBI to the bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. ____ (Rupees ____ only)

Our liability under these presents shall not exceed the sum of Rs. ____ (Rupees ____ only)

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain in **force for a period of 6 months**, provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the

rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official

(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Annexure J

AGREEMENT FOR _____

BETWEEN

State Bank of India, _____

AND

Date of Commencement : _____

Date of Expiry : _____

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AGREEMENT

This agreement for renewal of Subscriptions and support for Red Hat Enterprise Linux (RHEL) operating system (hereinafter ‘the Agreement’) made on _____ day of _____.

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, State Bank Bhavan, Mumbai-21 through IT-Treasury Support Services Department, 14th Floor State Bank Bhavan, MC Road, Mumbai. hereinafter referred to as “the Bank” which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

_____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ hereinafter referred to as “Service Provider” which expression shall unless repugnant

to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

RECITALS

WHEREAS

The Bank is desirous of availing services for Renewal of Subscriptions and Support for Red Hat Enterprise Linux (RHEL);

The Service Provider has agreed to provide the services as may be required by the Bank

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1 DEFINITIONS & INTERPRETATIONS

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

- a. “Agreement” means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.
- b. _____
- c. _____
- d. _____
- e. “Service” means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

1.2 Interpretations:

- a. Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- b. The singular includes the plural and vice verse.
- c. Reference to any gender includes each other gender.
- d. The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- e. The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

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

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

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

2 COMMENCEMENT & TERM

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

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

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

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

3 SCOPE OF SERVICES:

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

- a. _____
- b. _____
- c. _____

4 REPRESENTATIONS AND WARRANTIES

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

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

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

c. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

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

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

4.2 Additional Representation and Warranties by Service Provider.

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

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

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

d. The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

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

5 RESPONSIBILITIES OF THE SERVICE PROVIDER

5.1 As per scope of services

6 CONFIDENTIALITY

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

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

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

b. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed

to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

c. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

d. The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.

e. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

f. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

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

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

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

6.5 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

6.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

6.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

7 RELATIONSHIP BETWEEN THE PARTIES.

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

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

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

7.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

7.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

8 SUB-CONTRACTING

8.1 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.

8.2 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services. 8.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.

8.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

8.5 Notwithstanding approval of the Bank for sub contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

8.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

9 PERFORMANCE GUARANTEE & PENALTY

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

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

9.3 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.

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

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

a. The rate of penalty is _____.

b. _____

10 FORCE MAJEURE

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

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

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

10.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a

result of an Event of Force Majeure. However Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

11 COMPLIANCE WITH LAWS.

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

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

11.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

11.4 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

12 RIGHT TO AUDIT

12.1 It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank.

12.2 The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

12.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.

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

12.5 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.

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

12.7 The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.

12.8 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.

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

13 FEES, TAXES DUTIES & PAYMENTS

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

13.2 All other taxes including service tax, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.

13.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider

14 GENERAL INDEMNITY

14.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.

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

14.3 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.

14.4 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):

a. The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;

b. The Bank shall not make any admission of claims causing prejudice to the defence of the Service Provider against such claims without the Service Provider's prior written consent;

15 TERMINATION

15.1 The Bank may, without prejudice to any other remedy for breach of contract, written notice of not less than thirty days sent to the Service Provider, terminate the Agreement in whole or in part:

- (a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (b) if the Service Provider fails to perform any other obligation(s) under the Agreement;
- (c) for any reasons which the Bank, at its sole discretion consider a fit and proper ground for termination of the Agreement;
- (d) on the happening of any termination event mentioned herein above in this Agreement;
- (e) for convenience; or
- (f) in the interest of the Bank.

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

- a. If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- b. If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- c. If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- d. If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.
- e. If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.
- f. If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India
- g. If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the Bank.

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

15.4 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

15.5 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.

15.6 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality; and
- (c) any right which a Party may have under the Application Law.

16 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

16.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

16.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

a. In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.

b. In the event of failure of the Service Provider to render the Service, with out prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

17 ARBITRATION

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

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

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

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

18 GOVERNING LAW & JURISDICTION

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

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

19 ENTIRE AGREEMENT

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

19.2 This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

- a. _____
- b. _____
- c. _____

19.3 If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:

- a. _____
- b. _____
- c. _____

20 SEVERABILITY

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

21 NOTICES

21.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).

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

21.3 Address for communication to the Parties are as under:

a. To the Bank
The Dy.General Manager (Operations)
State Bank of India,
Global Markets Department,
14th Floor, State Bank Bhavan,
Madame Cama Road, Mumbai 400021.
email: fmc.gmu@sbi.co.in

b. To Service Provider

22 MISCELLANEOUS

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

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

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

22.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby. 22.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.

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

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

22.8 All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.

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

22.10 Q) Transition Requirement In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **Rs. _____ on demand to the Bank, which may be settled from the payment of invoices for the contracted period.**

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

State Bank of India

Service Provider

By:
Name:
Designation:
Date:

By:
Name:
Designation:
Date:

WITNESS:

1. 1.

2. 2.