



**REQUEST FOR PROPOSAL  
FOR PROCUREMENT,  
INSTALLATION, COMMISSIONING AND  
MAINTENANCE OF SERVERS, STORAGE DEVICES, RELATED  
ACCESSORIES AND NETWORKING EQUIPMENTS FOR GST TAX  
DETERMINATION AND COMPLIANCE ENGINES**

**Ref: SBI/GITC/SP1/2017/2018/447 Dated:23-11-2017**

**The Deputy General Manager  
IT-Special Projects-I Dept.  
State Bank of India, GITC,  
Nerul Annexe, Third Floor,Om Sagar Building,  
MIDC, Nerul, Navi Mumbai-400706.**

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



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## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**' is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices, other exchange companies in available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance engines.
- ii. In order to meet the IT hardware requirement, the Bank proposes to invite tenders from eligible vendors to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the IT hardware/product and services desired in this document. The proposed product must integrate with Bank's existing infrastructure seamlessly.
- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed product and services for SBI are invited to submit their technical and commercial

proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed hardware and services adhering to Bank's requirements outlined in this RFP.

## **2. Disclaimer:**

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

### 3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices)
- ii. **"Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- vi. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **"The Equipment/Product"** means all the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **"The Services"** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of

technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.

- ix. **“The Project”** means supply, installation, testing and commissioning, integration of computer hardware and services with support under Warranty and annual maintenance contract, if required for the contract period.
- x. **“The Project Site”** means locations where supply and services as desired in this RFP document are to be provided.

#### 4. **Scope of Work:**

As given in **Annexure-E** of this document.

#### 5. **Eligibility Criteria, Technical & Functional Specifications, BOM & Compliances:**

- i. Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in **Annexure-B& Annexure-B1** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
  - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP.
- ii. Bidders have to submit Bill of Material (BOM) and Compliances as given in **Annexure-C** of this document.
- iii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India (**Annexure- P**) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered.

#### 6. **Cost of Bid document:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any

other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## 7. Clarification and amendments on RFP/Pre-Bid Meeting

- i. Bidder requiring any clarification of the bidding document may notify the Bank in writing **strictly as per the format given in Annexure-O** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto thereof.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.



- vi. Queries received after the scheduled date and time will not be responded /acted upon.

#### **8. Contents of bidding document:**

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

#### **9. Earnest Money Deposit (EMD):**

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-I**], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai.]In case, SBI is the sole Banker

for the Bidder, a Letter of Comfort from SBI would be acceptable.

- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP) which should be strictly on the lines of format placed at **Annexure-J**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-
  - a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
  - c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

#### 10. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **'Technical Proposal for supply, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance engines in response to the RFP No-SBI/GITC/SP1/2017/2018/447 Dated:23-11-2017'** This envelope should contain following documents and **properly sealed**:
  - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
  - (b) Earnest Money Deposit (EMD) as specified in this document.
  - (c) A letter on Bidder's letterhead: -

- (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
  - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
  - (iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.
  - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
  - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-B1.**
- (d) Bidder's details as per **Annexure-D** on Bidder's letter head.
  - (e) Licensing details of operating software/firmware.
  - (f) Undertaking of Authenticity - **Annexure-G**
  - (g) Format for Manufacturer's Authorization Form– **Annexure- H**
  - (h) Any deviations sought from technical criteria/specifications given in RFP.
  - (i) Audited balance sheets and profit and loss account statement for last three years.
  - (j) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
  - (k) Detailed explanation of functioning of Hardware/firmware.
- ii. A second sealed envelope prominently marked as **Indicative Price Proposal for supply, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance engines in response to the RFP No-SBI/GITC/SP1/2017/2018/447 Dated:23-11-2017.** This envelope should contain **only indicative price Bid strictly on the lines of Annexure-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
  - iii. Bidders may please note:
    - a. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.
    - b. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.

- c. While submitting the Technical Bid, literature on the hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
- d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- e. The Bid document shall be completed in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- f. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. . **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- h. If deemed necessary the Bank may seek clarifications on any aspect from the Bidder. However that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- j. The Bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.

- n. The Bid document shall be spirally bound.
- o. The Bank reserves the right to reject Bids not conforming to above.
- p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- q. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- r. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

**11. Deadline for Submission of Bids:**

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

**12. Modification and Withdrawal of Bids:**

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

specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.

- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

### **13. Period of Validity of Bids:**

- a. Bids shall remain valid for Twelve (12) months from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

### **14. Bid integrity:**

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

### **15. Bidding process/Opening of Technical Bids:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **16. Technical Evaluation:**

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the product to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.
- ii. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the



system and verify functionalities, response times, etc.

- iii. Bank will evaluate the technical and functional specifications of all the equipments quoted by the Bidder.
- iv. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- v. The evaluation will also take into account:
  - a. 'The product' to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
  - b. Does the proposed product handles the projected volumes and offers a proven solution to meet the requirements
  - c. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.
  - d. Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
  - e. Capability of the proposed product to meet future requirements outlined in the RFP.
  - f. Support on open platforms and product based on latest technology (both hardware, operating software/firmware).
  - g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period.
  - h. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

**17. Evaluation of Price Bids and Finalization:**

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given in Part II of this RFP document.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose.



Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

- iv. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction, as the case may be.
- v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
  - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
  - (c) If the vendor has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

#### **18. Contacting the Bank:**

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid

evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

**19. Award Criteria:**

- i. Bank will notify successful Bidder (**L1**) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-M** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the L1 Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The

EMD of each unsuccessful Bidder will be discharged and returned.

**20. Powers to Vary or Omit Work:**

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

**21. No Waiver of Bank Rights or Successful Bidder's Liability:**

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

**22. Change in Orders:**

i. The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- (a) Method of shipment or packing;
- (b) Place of delivery;
- (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.

ii. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Bank's change order.

**23. Contract Amendments:**

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

**24. Bank's Right to Accept Any Bid and to Reject Any or All Bids:**

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

**25. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:**

On acceptance of the Bid by the Bank, the Bidder needs to submit the undertaking of authenticity on the lines of Annexure-G along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction:

- i. That in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the Bidders need to provide the evidence that Bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Annexure-H**.
- ii. That adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the support (warranty/annual maintenance contract, ) period.

**26. Performance Bank Guarantee:**

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-J** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

**27. Country of Origin / Eligibility of Goods & Services:**

- i. All equipments and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the

prevailing Import Trade Control Regulations in India.

- ii. For purposes of this clause, “origin” means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**28. Delivery, Installation, Commissioning & Documentation:**

- i. The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Annexure-E** of this document.
- iii. The delivery will be deemed complete when the equipments/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in part II of this RFP.
- iv. The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. The Bidder has to resolve any problem faced during installation and operationalisation.



- v. In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalised) after signing the Acceptance Test Plan (ATP) document jointly by the representative of the Bank and the engineer from the vendor on the lines of format/certificate on the lines of **Annexure-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipments/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including upgradation of any of the components hereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.
- vi. The details of the documents to be furnished by the Vendor are specified hereunder:-
- (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.
  - (b) Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.
  - (c) 2 copies of packing list identifying contents of each of the package.
  - (d) Insurance Certificate.
  - (e) Manufacturer's / Vendor's warranty certificate.
- vii. The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses.
- viii. Penalties as specified in **Annexure-L** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).

- ix. In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.
- x. For the System & other Software/firmware required with the hardware ordered for, the following will apply:-
  - (a) The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
  - (b) The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
  - (c) In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.
  - (d) The ownership of the software license shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be released.

## 29. Services:

- i. All professional services necessary to successfully implement the proposed '**product/solution/services**' will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.



- iv. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated there for.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc in case the Bank chooses not to upgrade to latest version.
- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.
- x. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.
- xi. The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.
- xii. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

**30. Warranty and Annual Maintenance Contract:**

- i. The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty

and AMC as specified in Scope of work in this RFP from the **date of acceptance of the product** by State Bank of India.

- ii. During the warranty and AMC period , the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall maintain the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part there under), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the Bank's requirements. 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 requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, MIDC, Nerul or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.
- iv. Onsite comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.
- v. Warranty/ AMC for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

- vi. Support (Warranty/ AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Annexure-H** of this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipments at his own cost including the cost of transport.
- vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
  - a. Diagnostics for identification of systems failures
  - b. Protection of data/ Configuration
  - c. Recovery/ restart facility
  - d. Backup of system software/ Configuration
- viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- ix. The Bidder shall be agreeable for on-call/on-site support during peak weeks (as decided by the bank) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- x. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xi. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

**31. Compliance with IS Security Policy:**

The Vendor shall have to 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. Some of the key areas are as under:

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

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

**32. Penalty/SLA conditions:**

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

**33. Right to Verification:**

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

**34. Purchase Price:**

- i. Total cost of product/solution (hardware equipments/ components/ software) with support (warranty and AMC) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- iii. The order will be placed for total Cost of "hardware, software/firmware/services/warranty and AMC/ATS/S&S. Bank may also issue a separate order for AMC after expiry of the warranty period.
- iv. The applicable TDS will be deducted at the time of payment of invoices.
- v. Terms of payment are given in Part-II of this RFP document.
- vi. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.

- vii. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- viii. The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

### **35. Inspection and Quality Control Tests**

- i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.
- ii. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
  - a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.
  - b) The Vendor shall 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) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.
  - d) In the event of the product 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 also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the vendor to provide necessary facility / equipment at

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.

- f) Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.
- iii. The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

**36. Right to Audit:**

- i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the

respective risk parameters against which such deficiencies have been observed.

- iii. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

**37. Subcontracting:**

- i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

**38. Insurance:**

- i. The insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one month after delivery of products at the defined destination.
- ii. Should any loss or damage occur, the Vendor shall:
  - a) initiate and pursue claim till settlement and



- b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

**39. Validity of Agreement:**

The Agreement/ SLA will be valid for the period up to end of support period including AMC. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

**40. Limitation of liability:**

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) When a dispute is settled by the Court of Law in India.
  - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

**41. Confidentiality:**

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by



the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.

- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

**42. Delay in the Vendor’s Performance:**

- i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of the Vendor’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

**43. Vendor’s obligations:**

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods

and economic principles and exercising all means available to achieve the performance specified in the Contract.

- ii. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iv. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- vi. Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- vii. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure N** of this document.

**44. Technical Documentation:**

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

administrative documents, debugging/diagnostics documents, test procedures etc.

- ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- iii. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, by the Bank.

#### **45. Patent Rights/Intellectual Property Rights:**

- i. For any licensed software/firmware used by the finally selected L1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

**46. Liquidated Damages:**

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned at part II (Schedule of Events, SI No 19). Once the maximum deduction is reached, the Bank may consider termination of the Contract.

**47. Conflict of Interest:**

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

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this

disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

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

#### 48. Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.
- ii. Without prejudice to the rights of the Bank under Clause 48(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a

legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### 49. Termination for Default:

- i. The Bank, without prejudice to any other remedies for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
  - a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
  - b. If the vendor fails to perform any other obligation(s) under the contract; or
  - c. Laxity in adherence to standards laid down by the Bank; or
  - d. Discrepancies/deviations in the agreed processes and/or products; or
  - e. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services



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

- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

**50. Force Majeure:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. .For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



**51. Termination for Insolvency:**

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**52. Termination for Convenience:**

The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

**53. Disputes/Arbitration [applicable in case of successful Bidder only]:**

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

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

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

**54. Governing Language:**

The governing language shall be English.

**55. Applicable Law:**

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

**56. Taxes and Duties:**

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as , GST, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet (**Annexure-F**).
- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities which are not specified by the Bidder in **Annexure-F**
- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom

duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

**57. Tax deduction at Source:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- ii. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**58. Right to use defective product:**

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

**59. Tender Fee:**

The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

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**60. Notices:**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

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**Part-II**

**SCHEDULE OF EVENTS**

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Ms. Sumana Dasgupta, Deputy General Manager(IT-Special Project-I), Contact No-022-39218365 7738078339 Email- <a href="mailto:it.newprojects@sbi.co.in">it.newprojects@sbi.co.in</a> <a href="mailto:dgm.newprojects@sbi.co.in">dgm.newprojects@sbi.co.in</a>  Mr. Navneet Narayan Sharma, Manager, Mob-8010503963 Email- <a href="mailto:navaneet.sharma@sbi.co.in">navaneet.sharma@sbi.co.in</a> <a href="mailto:it.newprojects@sbi.co.in">it.newprojects@sbi.co.in</a>
2	Bid Document Availability including changes/amendments, if any to be issued	- RFP may be downloaded from Bank's website <a href="https://www.sbi.co.in/">https://www.sbi.co.in/</a> <a href="https://bank.sbi">https://bank.sbi</a> procurement & others-procurement news from 23-11-2017 to 15-12-2017
3	Last date for requesting clarification	Upto 1700 Hrs on 28-11-2017 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail
4	Pre - Bid Meeting at (venue)	From 1500 hrs to 1700 hrs on 04-12-2017. SBI GITC, Railway Station Building - Floor: 4 - Wing: A - Red Room
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	On 08-12-2017
6	Last date and time for Bid submission	1500 hrs on 15-12-2017
7	Address for submission of Bids	The Deputy General Manager(IT-Special Project-I), State Bank of India, GITC Nerul Annexe, Third Floor, Om Sagar Building, MIDC, Nerul, Navi Mumbai-400706
8	Date and Time of opening of Technical Bids	1600 hrs on 15-12-2017 Venue will be informed through email.  Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be

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		opened even in the absence of any or all of the vendor representatives.	
9	Opening of Commercial Bids	1700 hrs on 20-12-2017 OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
10	Reverse Auction	On 22-12-2017 OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Amount Rs.10,000/-(Rupees ten thousand only)  Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India	
12	Earnest Money Deposit	Rs.50,00,000/- (Rupees fifty lacs only)	<b>Validity period of six(6) from the date of Bid opening.</b>
13	Performance Bank Guarantee/BG	Retention Money BG for 10% of the total value of the contract(excluding AMC)	Validity period of 12 months plus 3 months claim period from the date of purchase order
		PBG for 15 % of the total Value of AMC for 48 months	Validity period of 48 months plus 3 months claim period after 12 months of warranty period
14	Price validity from the date of price discovery	Twelve(12) months	
15	Contact details of agency appointed for conducting Reverse Auction	Will be informed through email	
16	Delivery schedule	8 weeks from the date of purchase order	
17	Terms of payment	1. Payment shall be made in Indian Rupees.  2. a. 90% of the Total amount due on successful installation. Payment will be released within 30 days of receipt of Invoice and Installation & Commissioning Certificate duly signed by the Bank. As	

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		<p>already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated.</p> <p><b>b.</b> Balance 10% on furnishing the BG for the 10% of total contract amount.</p> <p>3. Payments will not be released for any part-shipment or short-shipments.</p> <p>4. One fourth of Annual Maintenance Charges shall be payable each year in arrears.</p>
18	Delivery locations	<p>Sify Technologies Ltd., Tech Space, Plot No. R-847-1/2, T T C Industrial Area Rabale, Navi Mumbai - 400 701</p> <p>Ctrl S Data Centre Ground Floor, Pioneer Towers Plot NO. 16, Software Units Layout Madhapur Hyderabad –500 081</p>
19	Liquidated damages	1 % per week or part thereof of Contract Price subject to maximum deduction of 10 % of the Contract Price for delay of each week or part thereof.
20	Transition Penalty	Rs. 15% of the total contract value



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## **ANNEXURES**

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Q	Format for Bank Guarantee For Early Release Of 10% Retention Money

**BID FORM (TECHNICAL BID)**

[On Company's letter head]

(to be included in Technical Bid Envelope)

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

To:

The Deputy General Manager(IT-Special Project-I),  
State Bank of India, GITC Nerul Annexe,  
Third Floor, Om Sagar Building, MIDC, Nerul, Navi Mumbai-400706

Dear Sir,

**Ref: RFP No-SBI/GITC/SP1/2017/2018/447 Dated:23-11-2017**

~~~~~

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

2. While submitting this Bid, we certify that:

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

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-M** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. **We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**
8. **We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.**
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.



13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

Dated this ..... day of ..... 201

\_\_\_\_\_  
(Signature) (Name)  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**

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## Annexure-B

### Bidder's Eligibility Criteria

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

#### **i. Commercial:**

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                           | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                               |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.                                                                                                                                                   |                            | Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |
| 2.            | The Bidder must have an average turnover of minimum Rs. 100/- crore during last 3 financial year(s).                                                                                                                                                  |                            | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.                                                                                  |
| 3.-           | The Bidder should be profitable organization (on the basis of PAT) for at least 3 out of last 4 financial years.                                                                                                                                      |                            | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant                                               |
| 4.            | Bidder should have experience of minimum 3 years in providing the product/services.                                                                                                                                                                   |                            | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                                       |
| 5             | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.<br>(Start and End Date of the Project to be mentioned) in the past (At least 3(three) client references are required) |                            | 1.<br>2.<br>3.                                                                                                                                                                                 |
| 6.            | Deployment Methodologies                                                                                                                                                                                                                              |                            | Documents on deployment framework, tools, templates &                                                                                                                                          |

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|     |                                                                                                                                                                                                                                                                                                                                 |  |                                                                                          |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------|
|     |                                                                                                                                                                                                                                                                                                                                 |  | utilities to be provided.                                                                |
| 7.  | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                                                                           |  | Brief details of litigations, disputes, if any are to be given on Company's letter head. |
| 8.  | Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank during the last 5 years.                                                                                                                                                                                                           |  | Bidder should specifically confirm on their letter head in this regard.                  |
| 9.  | Bidder should have been in operation for minimum 3 years                                                                                                                                                                                                                                                                        |  | Length of existence of Bidder should be mentioned.                                       |
| 10. | The Bidder/ OEM should have support setup with 2 hours of response time in Navi Mumbai (PR)/ and Hyderabad (DR) locations.                                                                                                                                                                                                      |  | Bidder should specifically confirm on their letter head in this regard.                  |
| 11. | The OEM should be a company and have a local presence of support center and level 3 (highest escalation) locally in India.                                                                                                                                                                                                      |  | Bidder should specifically confirm on their letter head in this regard.                  |
| 12. | 3(Three) references of the implementation in India should be provided for a similar deployment.                                                                                                                                                                                                                                 |  | Bidder should specifically mention this on their letter head.                            |
| 13  | The Bidder should agree to the terms and conditions of Service Level Agreement (format placed at <b>Annexure-M</b> ), should they become L1 in the reverse auction to execute a contract with the Bank.                                                                                                                         |  | Bidder should specifically confirm on their letter head in this regard.                  |
| 14  | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI GITC as on the date of Bid submission. <b>[No change/addition or deletion to be made by the Bidder to any of the clauses.]</b> |  | Bidder should specifically confirm on their letter head in this regard.                  |

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

Signature

Seal of Company



**Annexure-B1**

**Technical & Functional Specifications**

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

| Sr. No.                                             | Description                                          | Technical Specifications/Requirements for PR and DR site locations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Compliance |
|-----------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                                                     |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Y/N        |
| <b>1. Blade server's enclosure &amp; Management</b> |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |
| 1                                                   | <b>Brand</b>                                         | The OEM should be in the <b>Gartner's Leaders quadrant for year 2016 for Modular Servers</b> as specified in Bidder's eligibility criteria. The OEM should also have offices in India and support centre in Mumbai & Hyderabad.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |
| 2                                                   | <b>Blade Chassis</b>                                 | 1. Solution to house the required number of blade servers in smallest number of enclosures. Should support full height and half height blades in the same enclosure, occupying a Minimum of 10U rack height.<br>2. Should support minimum 12 servers or higher based on latest Intel scalable processor based two socket servers.<br>3. Enclosure should support Intel Xeon scalable processors based blades and storage Blades. It should support 2 socket / 4 socket Intel Xeon Platinum and gold scalable processors 81XX and 61XX series as per details provided for each server. Chassis should provide display port and USB port to connect Laptop/Monitor locally.                                                                                             |            |
| 3                                                   | <b>Interconnects support</b>                         | Should support housing of Ethernet, FC interconnect fabrics offering Hot Pluggable & Redundancy as a feature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |
| 4                                                   | <b>Converged interconnect &amp; FC interconnects</b> | 1. Interconnect should support 20Gbps downlinks to the each Blades in redundancy supporting carving multiple FlexNICs which should be provided with two pair of interconnects of 10Gb ports (2+2) Or 1 pair of 20Gbps ports and downlinks to all servers in chassis (1+1). Per chassis, there should be 40Gb N/W redundant uplink ports per interconnect.<br>2. Should support aggregation of multiple enclosures to consolidate data centre network connections, reduce hardware and to scale network bandwidth Interconnect.<br>3. For FC Interconnect it should have a minimum uplinks of 6 ports of 16 Gbps per interconnect, with redundancy. Vendor should ensure that each server should have dedicated downlinks of specified bandwidth for network and FC's. |            |

|    |                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|----|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 5  | <p><b>Blade Server Interconnect to LAN/Network</b></p> <p><b>Blade Server Interconnect to LAN/Network</b></p> | <p>The enclosure should support network interconnect with sufficient QSFP+/SFP+ uplink ports to provide, supporting 10Gb network connections from servers to DC. All the ports should be proposed with full licensing.</p> <p>The FC interconnect proposed should be 16Gbps. All ports should be connected to SAN switches to maximize on IO BW. All interconnects should be proposed in redundancy.</p>                                            |  |
| 6  | <p><b>Power Supply</b></p>                                                                                    | <p>1.The enclosure should be populated fully with power supplies of the highest capacity available with the vendor. Power supplies should support N+N as well as N+1 redundancy configuration, where N is greater than 1.</p> <p>2. Should offer a single phase power subsystem enabled with technologies for lower power consumption and offering Titanium/Platinum energy efficiency. Vendors should provide documents certifying the claims.</p> |  |
| 7  | <p><b>Cooling</b></p>                                                                                         | <p>Each blade enclosure should have a cooling subsystem consisting of redundant hot pluggable fans or blowers enabled with technologies for improved power consumption and acoustics.</p>                                                                                                                                                                                                                                                           |  |
| 8  | <p><b>System Software</b></p>                                                                                 | <p>Management/controlling software have to be from the OEM.</p>                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 9  | <p><b>Chassis management capabilities</b></p>                                                                 | <p>1. Should support Firmware and OS Driver updates for the servers from same management console/tool.</p> <p>2. Should provide a dedicated 1 GbE or higher management network for multi-enclosure communications, separate from data plane.</p> <p>3.Should support Boot-from-SAN for Fibre Channel (FC), Fibre Channel over Ethernet (FCoE), and iSCSI storage</p>                                                                                |  |
| 10 | <p><b>Chassis planning</b></p>                                                                                | <p>The blade chassis should be provided in redundancy for high availability as per the solution. The servers should be distributed as per HA pair for web, application and DB servers across separate blade chassis to avoid chassis as a single point of failures in entire infrastructure layout.</p>                                                                                                                                             |  |

| Sr.No | 2. Blade's server Specs with 2 Sockets servers for PR and DR site locations |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Compliance (Y/N) |
|-------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1     | CPU                                                                         | Server should be proposed with 2*Intel Xeon scalable processors P 81XX or Intel Xeon scalable processors P 61XX as per details given for each configuration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |
| 2     | Memory                                                                      | As mentioned in the BOM and expandable up to double the respective capacity mentioned in BOM. Server should be scalable to 1.5TB with LRDIMM operating at 2666 MT/s (depending on processor model)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  |
| 3     | Memory Protection                                                           | Advanced ECC Memory mirroring Or Memory online spare mode                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  |
| 4     | Hard disk drive with carrier                                                | 2* 960GB SAS 12G SSD drives.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |
| 5     | Storage Controller                                                          | Integrated PCIe 3.0 based 12G SAS Raid Controller with RAID 0, 1 with 1GB of Flash backed write cache onboard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |
| 6     | IO interfaces                                                               | <ol style="list-style-type: none"> <li>Each server should be proposed with minimum dual Port 20GbE or Quad port 10 GbE Converged Network Adaptor which supports partitioning multiple Ethernet ports.</li> <li>This is required for clustering the servers for mission critical requirement. There will be few virtualized servers, sufficient ports should be provided for public, private, vMotion vLANs as per virtualization requirement.</li> <li>Each server should be proposed with 2x 16GB FC ports terminating on two redundant interconnects.</li> </ol>                                                                                                                                                                                                                                                                                                             |                  |
| 7     | Interfaces                                                                  | Minimum of 1* internal USB 3.0 port, 1* internal SDHC card slot and 1* external USB 3.0 port.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| 8     | Remote Management                                                           | <ol style="list-style-type: none"> <li>System remote management should support browser based Graphical Remote Console along with Virtual Power button, Remote boot using CD/ DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media / image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication.</li> <li>Dedicated remote management port should be provided and it should be able to download the firmware from the website directly or from internal system. Server should support automated firmware update.</li> <li>Proposed solution should support provisioning virtual, physical and container infrastructure Solution should have single console provisioning for compute, storage and server side network configuration</li> </ol> |                  |

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| Sr. No. | 3. Blade or Rack Servers with 4 Socket for PR and DR site locations |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Compliance (Y/N) |
|---------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1       | <b>CPU</b>                                                          | Server should be proposed with Intel Xeon scalable processor P 81XX or Xeon G 61XX processors as per the details given for each config type.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  |
| 2       | <b>Memory</b>                                                       | As mentioned in the BOM and expandable up to double the respective capacity mentioned in BOM. Server should be scalable to 3 TB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |
| 3       | <b>Memory Protection</b>                                            | Advanced ECC Memory mirroring Or Memory online spare mode                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |
| 4       | <b>Hard disk with drive carrier</b>                                 | 2x 960 GB SAS SSD disks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| 5       | <b>Storage Controller</b>                                           | Integrated PCIe 3.0 SAS Raid Controller with RAID 0, 1 with 1GB of Flash backed write cache onboard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                  |
| 6       | <b>IO interfaces</b>                                                | Each server should be proposed with dual Port 20GbE or Quad port 10 GbE Converged Network This is required for clustering of the servers for mission critical requirement. It should be supported with minimum 4x 16GB FC ports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |
| 7       | <b>Interfaces</b>                                                   | Minimum of 1* internal USB 3.0 port ,1* internal SDHC card slot and 1* external USB 3.0 port                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  |
| 8       | <b>Remote Management</b>                                            | <p>1.System remote management should support browser based Graphical Remote Console along with Virtual Power button, Remote boot using CD/ DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media / image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication.</p> <p>2. Dedicated remote management port should be provided and it should be able to download the firmware from the website directly or from internal system. Server should support automated firmware update.</p> <p>3. Proposed solution should support provisioning virtual, physical and container infrastructure Solution should have single console provisioning for compute, storage and server side network configuration.</p> |                  |

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| Sr. No. | 4. Technical & Functional Specifications Production Storage for PR and DR site locations |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Compliance (Y/N) |
|---------|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1       | <b>Brand</b>                                                                             | The OEM should be in the <b>latest Gartner's Leaders quadrant for full flash array storage solutions</b> as specified in Bidder's eligibility criteria. The OEM should also have offices in India and support centre in Mumbai & Hyderabad.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |
| 2       | <b>Storage Architecture</b>                                                              | Proposed storage must be All Flash Array and should be of latest generation supporting future scalability by data in place upgrade to higher configuration controllers or by addition of controllers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |
| 3       | <b>Storage Controller and scalability</b>                                                | Minimum 2 controllers or higher with high availability, supporting scalability to 4 controllers with 400 SSD drives. Controllers should be true active-active offering scale-out, active-active architecture for better availability, scalability and performance; whereby processor, cache, disk, ports can be scaled linearly by adding multiple controllers/ directors or data in place upgrade.                                                                                                                                                                                                                                                                                                                                                                                 |                  |
| 4       | <b>Cache</b>                                                                             | <ol style="list-style-type: none"> <li>1. The proposed storage should be provided with minimum 96 GB of cache memory per controllers/directors and should have 10 core processor based architecture.</li> <li>2. The cache management should be adaptive to the I/O workload. Must support automated real time cache tuning for performance enhancement.</li> <li>3. Must support automated allocation of read and write cache. Storage array should support hardware based long distance data replication at the array controller.</li> <li>4. The storage should dynamically allocate Read Cache and Write Cache from the available cache to accommodate the I/O workload and should not restrict the write cache to value less than 30% of the total cache available.</li> </ol> |                  |
| 5       | <b>Cache data protection</b>                                                             | Cache should be mirrored between the Active- Active controllers (load balancing). In the event of power failure, the cache needs to have battery backup for at least 72 hours Or The data in the cache should be safely written to the disks prior to performing a graceful shutdown. The data should always be mirrored across two controllers even in the event of one controller failure.                                                                                                                                                                                                                                                                                                                                                                                        |                  |
| 6       | <b>Storage Media</b>                                                                     | Offered Storage shall support various SSD/ Flash Module capacities drives. It should be proposed with less than 4TB SSD/Flash drive/module capacity with minimum <b>110TB usable without deduplication or compression after RAID 5 for production (PR) site and 60TB usable without deduplication or compression after RAID5 for DR sites</b> . The storage should support all kinds of Industry Standard RAID's including RAID 1, RAID 5, RAID 6. As RAID 5/6 will be used for Data and RAID 1 will be used for Boot storage for virtualised servers.                                                                                                                                                                                                                              |                  |
| 7       | <b>No SPOF</b>                                                                           | Disk array should have no single point of failures (NSPOF), component and functional level redundancy to provide high availability features for all the components at RAID controller level, redundant power supply and redundant cooling fans. Controllers should have dual power supplies and battery backed cache. Also disk enclosures should have redundancy inbuilt.                                                                                                                                                                                                                                                                                                                                                                                                          |                  |

|    |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
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|    |                                   | LUNS should be visible to all the controllers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 8  | <b>Global Hot Spare</b>           | Proposed storage should support global hot spare or hot spare for single/multiple Flash module/disk failure. The proposed storage should have No Single Point of Failure and support all hot swappable components. The Storage array should guarantee no data loss in the event of a power failure in the data centre and a component failure in the storage. At least 1 spare disks should be proposed per 30 disks in a disk enclosure.                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 9  | <b>Reliability / Availability</b> | 1. The disk array should support dual, redundant, active-active paths via switches and HBA's so that disks are accessible always to the RAID controller in case of any component or path failure. (No Single Point of Failure Architecture). Should have internal environment monitoring.<br>Offered Storage Array should be configurable in a No Single Point of Failure Configuration including Array Controller card, Backplane, Cache Memory, FAN, Power Supply etc.<br>2. The proposed enterprise storage should maintain the accessibility of data though minimum single controller to support data availability in the event of controller failure. Cache should be mirrored between Active-Active controllers on a controller pair. The cache mirroring should happen over dedicated bus / path internal to array without using the host ports for the same. |  |
| 10 | <b>Host ports</b>                 | Each controller should have minimum 4 physical ports per controller of 16Gbps for host connectivity. Should support FC/iSCSI for host connectivity. The proposed SAN solution should provide front-end and backend ports scalability in alignment with the controller upgrade or addition of the new controller.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 11 | <b>Backend Ports</b>              | The RAID implementation should be hardware based and offered storage array shall have minimum 12 Gbps back end ports of 2x4 lane SAS ports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 12 | <b>IOPS</b>                       | The proposed storage should support minimum 2,00,000 IOPS with 70:30 Read/Write ratio for 8Kb Block size with response time of <1ms. The vendor needs to submit undertaking from OEM to this effect. The performance mentioned is without deduplication and compression.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 13 | <b>Thin Provisioning</b>          | The proposed storage should natively support thin provisioning for space efficiency. The license for usable storage capacity to be included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 14 | <b>Multi pathing</b>              | Storage array should support multi pathing across controllers. Suitable license for connectivity should also be quoted if licensed separately to meet the above functionality.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |

|    |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|----|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 15 | <b>Virtualisation Integration</b>               | <ol style="list-style-type: none"> <li>1. The storage array should be fully certified for all supported protocols to virtualised application environments.</li> <li>2. The Storage management interface (GUI) should be virtualisation aware and provide end to-end virtual-to-physical mapping of the physical infrastructure using a single console.</li> <li>3. The storage OEM should provide a plug-in that integrates with the virtualised OS for storage configuration view and provisioning using a single console.</li> <li>4. The storage array should support and integrate with virtualised OS for offloading storage related functions from server to storage system.</li> <li>5. The storage system should be capable of providing multi pathing software with failover and load balancing functionality provided by the virtualised OS.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 16 | <b>Performance Monitoring Tool</b>              | <ol style="list-style-type: none"> <li>1. The storage array should be fully certified for all supported protocols to virtualised application environments.</li> <li>2. The Storage management interface (GUI) should be virtualisation aware and provide end to-end virtual-to-physical mapping of the physical infrastructure using a single console.</li> <li>3. The storage OEM should provide a plug-in that integrates with the virtualised OS for storage configuration view and provisioning using a single console.</li> <li>4. The storage array should support and integrate with virtualised OS for offloading storage related functions from server to storage system.</li> </ol> <p>The storage system should be capable of providing multi pathing software with failover and load balancing functionality provided by the virtualised OS.</p> <ol style="list-style-type: none"> <li>5. The storage array must provide performance monitoring, reporting and tuning (QoS).</li> <li>6. The performance monitoring should be real-time and historical (of 6 months) providing IOPS, Response time and utilization of individual components within the storage. If licensed separately, the vendor needs to provide the necessary licenses for full capacity.</li> </ol> |  |
| 17 | <b>Warranty or Enable write on flash drives</b> | Vendor should provide warranty for Flash drive with minimum 5 years all inclusive replacement warranty, even in case of any kind of performance degradation, with maximum 2 hour response time / 6 hour Call-to-Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 18 | <b>Firmware upgrades</b>                        | Firmware should be upgradeable for functionality improvement and enhancements. Must support non-disruptive upgrade of core software, BIOS, Snapshot, clone, remote mirroring and management software without shutting down the storage system. All the VAPT and regulator advisories from SBI to fix the vulnerabilities highlighted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 19 | <b>OS Support</b>                               | The proposed storage should be certified for latest versions of virtualization technologies like Vmware and Microsoft virtualization. It should be certified for windows and linux with clustering solutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |



|    |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|----|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 20 | <b>Licensing</b>                      | <p>All the required or necessary licenses must be perpetual and provided for the usable capacity of the storage. Replication licenses is required from day one</p> <p>The storage should be capable of synchronous and asynchronous replication. It should also be 3 sites capable to support in future. Replication licenses are required from day one.</p> <p>This will include licenses for Management module, Thin provisioning, snap-shots, deduplication and/or compression.</p>                                                                                                                                                                                                                                                  |  |
| 21 | <b>Redundancy</b>                     | <p>There should be redundancy at all levels and the proposed storage array should be configured in No Single Point of failure including controller, cache, power supply and cooling fans with power cords, etc. Wear Levelling should not put any performance overhead on the provided all flash array, or the capacity has to be augmented properly so as to achieve this. Demonstrable 99.95% Uptime. Graceful shutdown process Zero disruption technology refreshes</p>                                                                                                                                                                                                                                                              |  |
| 22 | <b>RAID level / RAID level mixing</b> | <p>Industry Standard RAID array supporting 1+0, 5, 6 levels. It should support a mix and match of RAID levels behind a cluster of controllers. The storage array should allow online expansion of existing RAID Groups / Storage Disk Pools. It Should be proposed with 8D+1P parity protection. The array support online LUN Migration (transparent movement of volumes within the array). The functionality should allow cross RAID migration.</p>                                                                                                                                                                                                                                                                                    |  |
| 23 | <b>Array Based Copies</b>             | <p>The array should support controller based functionality for pointer based snap copies as well as full physical copies (Mirror copies). The pointer based snap copies should require minimal space for creation of snapshot. The snapshot must be a readable and writable LUN that can be mounted by a separate host for backup and /or testing. Must provide end-to-end protection, parity checking and background disk scrubbing. Parity protection at sector level. Entire storage capacity should be protected with data at rest. The storage should support automatic detection of errors, error logging and notification. It should support pro-active maintenance self monitoring, self diagnosing, and wherever possible.</p> |  |
| 24 | <b>End-to-End Data Protection</b>     | <p>Must provide end-to-end protection, parity checking and background disk scrubbing. Parity protection at sector level. Entire storage capacity should be protected with data at rest. The storage should support automatic detection of errors, error logging and notification. It should support pro-active maintenance self monitoring, self diagnosing, and wherever possible.</p>                                                                                                                                                                                                                                                                                                                                                 |  |

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| Sr. No. | 5. Technical & Functional Specifications SAN switches for PR and DR site locations |                                                                                                                                                                                                                                                                                                                                                                             | Compliance (Y/N) |
|---------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1       |                                                                                    | 2 Nos. x 96 ports 16GB FC switches for which the ports activation should be as per BOM annexure for each sites ,with redundant power supplies, Support auto-sensing 4, 8 and 16 Gbit/sec capabilities. The switch shall support different port types such as U_Port,F_Port, E_Port, and EX_Port. The SAN switches should support Inter switch link for replication/cascade. |                  |
| 2       |                                                                                    | Should be provided with licenses for Inter switches links                                                                                                                                                                                                                                                                                                                   |                  |
| 3       |                                                                                    | Each FC Switch must be physical independent hardware with dual power supply.                                                                                                                                                                                                                                                                                                |                  |
| 4       |                                                                                    | Support for web based management and should also support CLI                                                                                                                                                                                                                                                                                                                |                  |
| 5       |                                                                                    | Non disruptive Microcode/ firmware Upgrades and hot code activation                                                                                                                                                                                                                                                                                                         |                  |
| 6       |                                                                                    | Offered SAN switch shall be energy efficient and shall consume less power.                                                                                                                                                                                                                                                                                                  |                  |
| 7       |                                                                                    | FC Cables should be provided w.r.t. solution required for implementation                                                                                                                                                                                                                                                                                                    |                  |

| Sr. No. | 6. Technical & Functional Specifications Tape library for PR and DR site locations |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Compliance (Y/N) |
|---------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1       | <b>Capacity</b>                                                                    | Tape library should be proposed with minimum of 2 x LTO-7 FC drives.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |
| 2       | <b>Tape Drive Architecture</b>                                                     | 1. Offered LTO-7 drives in the Library should conform to the Data rate matching technique for higher reliability.<br>2. Tape Drive Architecture in the Library shall conform to the INCITS/T10 SCSI-3 standard or higher standards.                                                                                                                                                                                                                                                                                                                                                     |                  |
| 3       | <b>Speed</b>                                                                       | Offered LTO-7 drive should support 300MB/sec in Native mode.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |
| 4       | <b>Scalability</b>                                                                 | Each Tape library should be scalable to 48 slots or higher capacity. It should scale to 4 LTO 7 drives.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |
| 5       | <b>Connectivity</b>                                                                | Offered Tape Library shall provide 8Gbps native FC connectivity to SAN switches.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  |
| 6       | <b>Management</b>                                                                  | Tape Library shall provide web based remote management.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |
| 7       | <b>Other Features</b>                                                              | 1. Tape Library shall have GUI Panel<br>2.Shall be rack mountable.<br>3. Shall have option for redundant power supply<br>4. Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action.<br>5. Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved.<br>6. LTO7 tapes of quantities of 24 and 2 cleaning cartridges should be provided for each site i.e. PR & DR with barcodes for each tape. |                  |

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| Sr. No. | 7. Technical & Functional Specifications Disk based backup appliance for PR and DR site locations |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Compliance (Y/N) |
|---------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1       | <b>Brand</b>                                                                                      | The OEM should be in the latest Gartner's Leaders quadrant for <b>Purpose build for Disk based backup devices Or they should be part of evaluated product qualified by DCIG report for 2016-2017 Enterprise Deduplicating Backup Appliance</b> , as specified in Bidder's eligibility criteria. The OEM should also have offices in India and support centre in Mumbai & Hyderabad.                                                                                                             |                  |
| 2       | <b>Architecture</b>                                                                               | Offered Disk to disk backup device shall be Modular design to allow configuration, add capacity increase performance. The D2D should be Purpose-Built Backup Appliance (PBBA).The PBBA licensing should be capacity based licensing and inclusive of all the other requisite licenses for the hardware being supplied including licenses for OST, VTL, CIFS, NFS, Replication, Encryption (At-rest & In-flight) for the proposed appliance. The PBBA should be proposed with high availability. |                  |
| 3       | <b>Protection</b>                                                                                 | Offered device shall be protected with hardware raid 6 from the factory so that no raid configuration is required in field.                                                                                                                                                                                                                                                                                                                                                                     |                  |
| 4       | <b>Functionality</b>                                                                              | Offered device shall support emulation of both VTL and NAS target like CIFS.                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |
| 5       | <b>Scalability</b>                                                                                | Offered device shall be offered with Minimum of 110 TB of usable space scalable to at-least 250TB usable space for production site (PR Site) and 60TB usable space with scalable to at-least 150TB usable to be provided for DR sites.                                                                                                                                                                                                                                                          |                  |
| 6       | <b>Capabilities</b>                                                                               | Offered device shall have the ability to configure at-least combination of 30 tape Libraries & NAS targets along with 30,000 or more Cartridge slots in the single appliance in full scalability                                                                                                                                                                                                                                                                                                |                  |
| 7       |                                                                                                   | Offered device shall have capability to deliver selective restore from disk Library.                                                                                                                                                                                                                                                                                                                                                                                                            |                  |
| 8       | <b>Deduplication features</b>                                                                     | Offered device shall have integrated de-duplication license and shall have support for replication to remote location in a low bandwidth mode so that only unique – De-Duplicated data flows to remote location.                                                                                                                                                                                                                                                                                |                  |
| 9       | <b>Tape emulation</b>                                                                             | Ability to flexibly emulate tape drive/ tape formats LTO-Gen4, LTO-Gen5, and LTO-Gen6 etc.                                                                                                                                                                                                                                                                                                                                                                                                      |                  |
| 10      | <b>No of interfaces</b>                                                                           | Offered device shall have Minimum of 4 x 8Gbps FC and minimum of 4 x 1Gbps IP connection.                                                                                                                                                                                                                                                                                                                                                                                                       |                  |
| 11      | <b>Encryption</b>                                                                                 | Offered disk based backup device shall also support encryption functionality                                                                                                                                                                                                                                                                                                                                                                                                                    |                  |
| 12      | <b>OST</b>                                                                                        | The PBBA should be supporting Open Storage Technologies (OST) for providing better throughput.                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| 13      | <b>Speed</b>                                                                                      | When fully populated, offered device shall support rated write performance of minimum 8.5TB per hour in native mode aggregated from multiple sources.                                                                                                                                                                                                                                                                                                                                           |                  |

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



| Sr.No | 8. Minimum specification for Enterprise Backup Software for PR and DR site locations                                                                                                                                                                                                                                                        | Compliance (Y/N) |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1     | The proposed Enterprise backup software should be available on various OS platforms such as MS Windows, Linux and UNIX platforms and be capable of supporting backup / restores from various platforms. Both Server and Client software should be capable of running on all these platforms. The solution is desired for Linux environment. |                  |
| 2     | The proposed Enterprise backup software should be able to backup/restore industry standard high availability nodes in clusters.                                                                                                                                                                                                             |                  |
| 3     | The proposed Enterprise backup software should work with different industry standard disk arrays (SAN & NAS)                                                                                                                                                                                                                                |                  |
| 4     | The proposed Enterprise backup software should work seamlessly with different industry standard disk based backup solutions including the proposed disk based backup solution. It should be seamlessly support the disk based appliance proposed as part of the solution.                                                                   |                  |
| 5     | The proposed backup solution should work with different industry standard SAN switches, compatibility with proposed SAN switch solution should be taken care of.                                                                                                                                                                            |                  |
| 6     | The proposed Enterprise backup software should work with hosts/HBAs of different makes and models from multiple OEMs supporting multiple operating systems. Details of compatibility should be provided.                                                                                                                                    |                  |
| 7     | The proposed Enterprise backup software should be able to seamlessly backup various standard databases like Oracle, Microsoft SQL Server, My SQL, etc and also should support hot backups                                                                                                                                                   |                  |
| 8     | The proposed Enterprise backup software should be able to seamlessly work with existing tape library and with other industry standard tape libraries with necessary license requirements                                                                                                                                                    |                  |
| 9     | The proposed Enterprise backup software should be able to support raw device backup of all standard OSes such as MS Windows, Linux and UNIX platforms.                                                                                                                                                                                      |                  |
| 10    | The proposed Enterprise backup software should maintain database of all backups/restores.                                                                                                                                                                                                                                                   |                  |
| 11    | The proposed Enterprise backup software should support online/hot backup on LAN and LAN Free/ SAN based backups/restores.                                                                                                                                                                                                                   |                  |
| 12    | The proposed Enterprise backup software should be able to do selective granular backup and recovery for physical as well as virtual workloads. This landscape will have Vmware based virtualization.                                                                                                                                        |                  |
| 13    | The proposed Enterprise backup software should be able to backup data from one server platform and restore it from another server platform to eliminate dependence on a particular OS machine and for disaster recovery purposes.                                                                                                           |                  |
| 14    | The proposed Enterprise backup software should be controlled by a centralized management system and should be manageable through GUI and CLI anywhere in the network                                                                                                                                                                        |                  |

|    |                                                                                                                                                                                                                                             |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 15 | The proposed Enterprise backup software should have wizard-driven configuration for backups and devices                                                                                                                                     |  |
| 16 | The proposed Enterprise backup software should be able to encrypt the backed up data using 128 bit & 256 bit of higher encryption on the backup client.                                                                                     |  |
| 17 | The proposed Enterprise backup software should be able to backup/restore multiple clients' data on to Disk based backup devices/tape library simultaneously and proposed disk appliance should be compatible with proposed backup solution. |  |
| 18 | The proposed Enterprise backup software should be able to define role based user access.                                                                                                                                                    |  |
| 19 | The proposed Enterprise backup software should have in-built calendar based scheduling system                                                                                                                                               |  |
| 20 | The proposed Enterprise backup software should have Multithreading/Multistreaming backup facility i.e Should be able to backup one backup job through multiple streams.                                                                     |  |
| 21 | The proposed Enterprise backup software should have the ability to report inactive files, which will help the customer decide what to backup/archive.                                                                                       |  |
| 22 | The proposed Enterprise backup software should be able to backup/restore from virtual platforms like VMWare, Hyper V etc                                                                                                                    |  |
| 23 | The proposed Enterprise backup software should work in clustered configurations of the backup application i.e. backup application should failover as a highly available resource in a cluster                                               |  |
| 24 | The proposed Enterprise backup software should be able to backup /recover raw SCSI volumes                                                                                                                                                  |  |
| 25 | The proposed Enterprise backup software should have the ability of staging the backup data on a disk and then de-stage to a tape based on the policy for faster backups.                                                                    |  |
| 26 | The proposed Enterprise backup software should have the ability to configure retries for scheduled backups of a client in case the client is not available on the network due to reboot or network failures.                                |  |
| 27 | The proposed Enterprise backup software should have the feature of self-describing Tapes to ensure data can be recovered even in the case of loss of central indexes.                                                                       |  |
| 28 | The proposed Enterprise backup software should have built-in alert mechanism and should be able to send alerts through e-mail, SNMP broadcast messages etc.                                                                                 |  |
| 29 | The proposed Enterprise backup software should be able to do Instant restore of VM Image backups directly from the disk device, without recovering the VM Image by using the backup copy                                                    |  |
| 30 | The proposed Enterprise backup software should have the feature of integrated client deduplication for file systems, databases and applications.                                                                                            |  |
| 31 | The proposed Enterprise backup software should have the feature of Clients directly sending the backups to the Disk backup target over IP/ FC, without the need of Media Server / Storage Node                                              |  |
| 32 | The proposed Enterprise backup software should integrate with third party VTL which has data deduplication capabilities.                                                                                                                    |  |

|    |                                                                                                                                                                                   |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 33 | The proposed Enterprise backup software should have the capability to do data de-duplication at the block level and then do backup                                                |  |
| 34 | The proposed Enterprise backup software should be able to handle more than one worker/storage/media server which to receive backup data from clients and write data to tape/disk. |  |
| 35 | The proposed Enterprise backup software should be able to do data deduplication at source and push only the unique data to dedupe appliances over IP/FC.                          |  |
| 36 | The proposed Enterprise backup software should be able to recreate the full Synthetic backup by looking at the old full and incremental backup                                    |  |
| 37 | The proposed Enterprise backup software should be able to automatically duplicate or migrate data from disk to alternate target backup media to prepare for offsite storage       |  |
| 38 | The proposed Enterprise backup software should be able to restore from alternate media without destaging through the disk                                                         |  |
| 39 | The proposed Enterprise backup software should show real time backup/restoration progress and also should show the utilization status of tape, drive etc                          |  |
| 40 | The proposed Enterprise backup software should be able to compress data for effectively utilization of the tape/disk space and also network bandwidth                             |  |
| 41 | The proposed Enterprise backup software should be capable of "block level" backups for Bare Metal Recovery of Physical servers                                                    |  |
| 42 | The proposed Enterprise backup software should have proper reporting capabilities to show job completion status etc                                                               |  |
| 43 | The proposed Enterprise backup software should have the ability to provide bare metal recovery features                                                                           |  |
| 44 | The proposed Enterprise backup software should have flexible license options for protecting hosts, applications, databases for the data capacity on the production systems.       |  |
| 45 | 110 TB capacity based licenses should be provided by the vendor. DR will be passive.                                                                                              |  |
| 46 | Vendor to propose capacity based licenses for 110TB. The PR and DR will have same workload running. DR will be passive, when workload is running in PR.                           |  |

| Sr.No. | Quantity in all                             | 9. Configurations to be proposed for 2 Socket servers - Detailed Configurations and requirements                                                                                                                                                                                                                                                                          | Compliance(Y/N) |
|--------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1      | 2PR, 2DR & 2Preprod - Application Type 1    | 2 socket of Intel Xeon scalable processor G 61xx 16 Core , 2.1Ghz Processor or better, 256GB DDR4 memory, 2x 16GB FC ports, 2x 20GB converged adapters or 4x10GbE ports, 2x960GB SAS SSD disks                                                                                                                                                                            |                 |
| 2      | 8PR & 8DR, Application and DB server type 2 | 2 socket of Intel Xeon scalable processor P 81xx 24 Core , 2.1Ghz Processor or better, 384 GB DDR4 memory, 2x 16GB FC ports, 2x 20GB converged adapters or 4x10GbE ports, 2x 960GB SAS SSD disks                                                                                                                                                                          |                 |
| 3      | 5PR, 5DR & 3 Preprod DC Virtualized servers | <b>Virtualized servers</b> : 2 socket Xeon Platinum 81xx 26c 2.1 Ghz or better, 576GB DDR4 memory, 2x 16GB FC ports, 2x 20GB converged adapters or 4x10GbE ports, 2x 960 GB SAS SSD disks. The virtualization platform is Vmware, appropriate NICs should be proposed for public, private, vMotion vLAN by way of converged /Physical adapters as per solution by bidder. |                 |
| 4      | 2PR & 2DR Backup servers                    | 2 socket of Intel Xeon scalable processor S 8Core 41XX , 2.1Ghz Processor or better, 64 GB DDR4 memory, 2x 16GB FC ports, 2x 20GB converged adapters or 4x10GbE ports, 2x960 GB SAS SSD disks                                                                                                                                                                             |                 |

| Sr.No. | Quantity in all      | 10. Configurations to be proposed for 4 Socket servers - Detailed Configurations and requirements                                                                                                                               | Compliance(Y/N) |
|--------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1      | 4 PR, 4DR & 1Preprod | Application server type 3: 4 socket of Intel Xeon scalable processor G 61xx 16 Core , 2.1Ghz Processor or better, 512 GB DDR4 memory, 2x 16GB FC ports, 2x 20GB converged adapters or 4x10GbE ports, 2x 960GB SAS SSD disks     |                 |
| 2      | 2PR & 2DR            | Application and DB server type : 2 socket of Intel Xeon scalable processor P 81xx 24 Core , 2.1Ghz Processor or better, 1 TB DDR4 memory, 4x 16GB FC ports, 2x 20GB converged adapters or 4x10GbE ports, 2x 960GB SAS SSD disks |                 |



Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



| Sr.No. | Quantity in all | 11. Configurations to be proposed for vCenter management servers in HA - Configurations to be proposed for Rack servers - Detailed Configurations and requirements                                                                       | Compliance(Y/N) |
|--------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1      | 2PR & 2DR       | Rack servers : 2 socket of Intel Xeon S 8Core 41XX , 2.1Ghz Processor or better, 128 GB DDR4 memory, 2x 16GB FC ports, 4x10GbE ports, 2x 1GbE on board LAN , 6x 600GB Disks with internal RAID controller. These should be RACK servers. |                 |

| Sr.No. | Type of Devices                                               | 12. Device Quantity for PR – Sify Rabale site                                         | Compliance (Y/N) |
|--------|---------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------|
| 1      | San Switches with 72 ports enabled                            | 2                                                                                     |                  |
| 2      | Blade Enclosure                                               | As required for solution                                                              |                  |
| 3      | Blade servers 2 socket                                        | 22                                                                                    |                  |
| 4      | Blade/Rack servers 4 socket                                   | 7                                                                                     |                  |
| 5      | Rack servers for V-centre management                          | 2                                                                                     |                  |
| 6      | OEM Rack 42U Standard 600x1200mm Enterprise Shock Rack        | As required for solution                                                              |                  |
| 7      | FC, UTP CAT-6 cables & Labels for all cables                  | As required for solution and please provide 10% additional spare cables for SAN & LAN |                  |
| 8      | Storage (Production & Preprod) with usable capacity of 110 TB | 1                                                                                     |                  |
| 9      | Storage Dedup device                                          | 1                                                                                     |                  |
| 10     | Tape Library                                                  | 1                                                                                     |                  |
| 11     | Backup Software with licenses                                 | 1                                                                                     |                  |

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



| Sr.No. | Type of Devices                                        | 13. Device Quantity for DR – CTRL S Hyderabad                                              | Compliance (Y/N) |
|--------|--------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------|
| 1      | San Switches with 72 ports enabled                     | 2                                                                                          |                  |
| 2      | Blade Enclosure                                        | As required for solution                                                                   |                  |
| 3      | Blade servers 2 socket                                 | 17                                                                                         |                  |
| 4      | Blade/Rack servers 4 socket                            | 6                                                                                          |                  |
| 5      | Rack servers for V-centre management                   | 2                                                                                          |                  |
| 6      | OEM Rack 42U Standard 600x1200mm Enterprise Shock Rack | As required for solution                                                                   |                  |
| 7      | FC, UTP CAT-6 cables                                   | As required for solution and please make provide 10% additional spare cables for SAN & LAN |                  |
| 8      | Storage Capacity of usable 60TB                        | 1                                                                                          |                  |
| 9      | Storage Dedup device                                   | 1                                                                                          |                  |
| 10     | Tape Library                                           | 1                                                                                          |                  |
| 11     | Backup Software with licenses                          | 1                                                                                          |                  |

| Sr.No | 14. Racks and Cables                                                                                                                                                                           | Compliance (Y/N) |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1     | 42 U OEM Rack with dual power supply (with intelligent PDU with digital ammeter) and other necessary accessories / cables to mount the all the proposed Storage & SAN Switches at PR & DR site |                  |
| 2     | Vendor has to make sure all the cables i.e. fibre channel cables (FC), UTP Cat-6 cables for networking, and Power cables should be provided as per the solution.                               |                  |

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



**Annexure-C**

**Bill of Material and Compliances**

| <b>Sr.No.</b> | <b>Particulars of Equipment required</b> | <b>Details of equipment to be supplied</b> | <b>Compliance (Y / N)</b> |
|---------------|------------------------------------------|--------------------------------------------|---------------------------|
|               | AS MENTIONED IN ANNEXURE B1              |                                            |                           |

We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this ..... day of ..... 201

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



**Annexure-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Particulars of the Authorized Signatory of the Bidder<br>a. Name<br>b. Designation<br>c. Address<br>d. Phone Number (Landline)<br>e. Mobile Number<br>f. Fax Number<br>g. Email Address |         |
|        |                                                                                                                                                                                         |         |

Signature and Seal of Company

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



## Annexure-E

### Scope of Work

- 1) Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST tax determination and compliances engines.
- 2) Provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However no weightage would be given for higher configurations.
- 3) The proposed hardware is mission critical for the proposed project and support of 24 X 7 X 365 with a uptime of 99.95 % to be ensured by providing support at PR and DR site for a period of 5 years. The support services should ensure uptime of 99.95 % during the contract period.
- 4) Dashboard of all important parameters of hardware and software (Os, VMWare etc.) to be made available for online real-time monitoring.
- 5) The solution must integrate with various systems in the Bank including but not limited to SOC, PIMS, NOC, Command Centre, ITAM, Service Desk, ADS, SSO etc. at no extra cost.
- 6) Architecture diagram Deployment plan - Bidder to submit architecture diagram of entire setup with network and security equipment required. Bank may change it after vetting by Information Security Dept and / or Enterprise architecture dept. It will be binding on vendor.
- 7) Bidder may be asked to conduct Proof of Concept for the Hardware to be provided at no cost to the Bank.
- 8) System Administration Support- Service Provider has to provide 24X7X365 day support for the Administration, Maintenance , Upgradation and other related activity to keep system running so that high availability can be assured.
- 9) Provide all necessary support in closure of VAPT observations of Bank related to the Hardware & Software to be purchased, as and when required.

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



**Annexure-F**

**Indicative Commercial Bid**

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“Indicative Commercial Bid for Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance engines”**.

**Name of the Bidder:**

**Location (A):Sify, Rabale,Navi Mumbai**

| Sr. No.  | Item                                                                                                                                                                                                                                                                                   | Quantity | Rate per item | Amount in Rs. | Proportion to Total Cost of A (in %age) # |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|---------------|-------------------------------------------|
| <b>a</b> |                                                                                                                                                                                                                                                                                        |          |               |               |                                           |
| <b>b</b> |                                                                                                                                                                                                                                                                                        |          |               |               |                                           |
| 1        | <b>Sub-Total</b>                                                                                                                                                                                                                                                                       |          |               |               |                                           |
| 2.       | Installation/ Commissioning                                                                                                                                                                                                                                                            |          |               |               |                                           |
| 3.       | Comprehensive warranty for software and hardware mentioned in items above for 01 years from the go live date, including annual renewal cost, if any                                                                                                                                    |          |               |               |                                           |
| 4.       | Comprehensive annual maintenance for software and hardware mentioned above for 04 years, including annual renewal cost, if any, after the end of comprehensive warranty.*<br><br><b>(AMC amount for 4 years should not be more than 32-36% of total cost of Hardware and software)</b> |          |               |               |                                           |
|          | <b>Sub-Total ‘A’</b>                                                                                                                                                                                                                                                                   |          |               |               |                                           |

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



**Location (B): Control S, Hyderabad**

| Sr. No.              | Item                                                                                                                                                                                                                                                                                   | Quantity | Rate per item | Total Quote (INR) | Proportion to Total Cost of B (in %age) # |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|-------------------|-------------------------------------------|
| a                    |                                                                                                                                                                                                                                                                                        |          |               |                   |                                           |
| b                    |                                                                                                                                                                                                                                                                                        |          |               |                   |                                           |
| 1                    | <b>Sub-Total</b>                                                                                                                                                                                                                                                                       |          |               |                   |                                           |
| 2.                   | Installation/ Commissioning                                                                                                                                                                                                                                                            |          |               |                   |                                           |
| 3.                   | Comprehensive warranty for software and hardware mentioned in items above for 01 years from the go live date, including annual renewal cost, if any                                                                                                                                    |          |               |                   |                                           |
| 4.                   | Comprehensive annual maintenance for software and hardware mentioned above for 04 years, including annual renewal cost, if any, after the end of comprehensive warranty.*<br><br><b>(AMC amount for 4 years should not be more than 32-36% of total cost of Hardware and software)</b> |          |               |                   |                                           |
| <b>Sub-Total 'B'</b> |                                                                                                                                                                                                                                                                                        |          |               |                   |                                           |

**c. Training and Certification**

| Sr. No.              | Item                                                    | Quote (INR) | Proportion to Total Cost (in %age) # |
|----------------------|---------------------------------------------------------|-------------|--------------------------------------|
| 1.                   | Training and Certification (from OEM) for-----<br>----- |             |                                      |
| <b>Sub-Total 'C'</b> |                                                         |             |                                      |

**d. Support**

| Sr. No.              | Item | Quote (INR) | Proportion to Total Cost (in %age) # |
|----------------------|------|-------------|--------------------------------------|
| 1.                   |      |             |                                      |
| <b>Sub-Total 'D'</b> |      |             |                                      |

**Summary of Indicative Quote: (PR set up and DR setup)**



Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



| Particulars                              | Quote (INR) | Proportion to Total Cost of E (in %age) # |
|------------------------------------------|-------------|-------------------------------------------|
| (a) Location A-- (Sub-Total 'A' above)   |             |                                           |
| (b) Location B-- (Sub-Total 'B' above)   |             |                                           |
| (c) Training-- (Sub-Total 'C' above)     |             |                                           |
| (d) Support (Sub-Total 'D' above)        |             |                                           |
| <b>(E) Grand Total (A + B + C + D)**</b> |             |                                           |

# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1Bidder. The percentage should be mentioned in two decimal places.

**Important:** The price breakup of all the hardware/software components must be provided (even if the price is zero). The Bid may be rejected if the price breakup is not provided.

\* The amount quoted here should be for 04 years.

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

AMC will be taken by the bank from the bidder at its (Bank's) sole discretion. One fourth of Annual Maintenance Charges shall be payable each year in arrears.

#### Breakup of Taxes and Duties

| Sr. No.            | Item                                                                                                             | Tax 1                      | Tax 2 | Tax 3 |
|--------------------|------------------------------------------------------------------------------------------------------------------|----------------------------|-------|-------|
|                    |                                                                                                                  | <b>Mention Name of Tax</b> |       |       |
| 1.                 | Software                                                                                                         |                            |       |       |
| 2.                 | Hardware                                                                                                         |                            |       |       |
| 3.                 | Installation/ Commissioning                                                                                      |                            |       |       |
| 4.                 | Training                                                                                                         |                            |       |       |
| 5.                 | Support                                                                                                          |                            |       |       |
| 6.                 | Comprehensive warranty for software and hardware for 01 years from the go live date                              |                            |       |       |
| 7.                 | Comprehensive annual maintenance for software and hardware for 04 years after the end of comprehensive warranty. |                            |       |       |
| <b>Grand Total</b> |                                                                                                                  |                            |       |       |

Signature

Seal of Company

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



**Annexure-G**

**Undertaking of Authenticity**

To:  
**The Deputy General Manager(IT-Special Project-I),  
State Bank of India, GITC Nerul Annexe,  
Third Floor, Om Sagar Building, MIDC,  
Nerul, Navi Mumbai-400706**

**Sub: Undertaking of Authenticity for Hardware & Software Supplies**

**Ref: RFP No-SBI/GITC/SP1/2017/2018/447 Dated:23-11-2017**

With reference to the equipment being quoted to you vide our Quotation No:\_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

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

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

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 201

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



Duly authorised to sign Bid for and on behalf of

---

**ANNEXURE- H**

**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

**To: The Deputy General Manager(IT-Special Project-I),  
State Bank of India, GITC Nerul Annexe,  
Third Floor, Om Sagar Building, MIDC,  
Nerul, Navi Mumbai-400706**

Dear Sir:

**Ref: RFP No-SBI/GITC/SP1/2017/2018/447 Dated:23-11-2017**

We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:

- (a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
  - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the Products, if requested.

4. We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



(Name of Manufacturer / Producer)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

**ANNEXURE-I**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
**The Deputy General Manager(IT-Special Project-I),State Bank of India, GITC Nerul Annexe,Third Floor, Om Sagar Building, MIDC, Nerul, Navi Mumbai-400706**

Dear Sir,

**EMD BANK GUARANTEE FOR  
SUPPLY, INSTALLATION, TESTING & COMMISSIONING  
OF COMPUTER HARDWARE, SOFTWARE & PERIPHERALS  
AS ARE SET OUT IN THE SBI RFP No-SBI/GITC/SP1/2017/2018/447  
Dated:23-11-2017**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and *commissioning of* .....to State Bank of India and such services as are set out in the State Bank of India, Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only)as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we

shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

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

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.

- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official.

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



ANNEXURE-J

**PERFORMANCE BANK GUARANTEE FORMAT**  
**(TO BE STAMPED AS AN AGREEMENT)**

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

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.



Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider. 4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

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



- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above).

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
Authorized official

**ANNEXURE-K**

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

Date:

M/s.-----

-----

Sub: Certificate of commissioning of Solution

1. This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

a) Bid No. \_\_\_\_\_ dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

c) Quantity \_\_\_\_\_

d) Date of commissioning \_\_\_\_\_

e) Date of acceptance test \_\_\_\_\_

2. Details of products not yet supplied and recoveries to be made on that account:

| <u>S.No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|--------------|--------------------|-------------------------------|
|--------------|--------------------|-------------------------------|

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

4. The Vendor has fulfilled his contractual obligations satisfactorily\*

or

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

- (a)
  - (b)
  - (c)
5. The amount of recovery on account of non-supply of Products is given under Para No. 2.
6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.
- (c) Training of personnel has been done by the Vendor as specified in the contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

## ANNEXURE-L

### Penalties & SLA terms

1. Delivery of all equipment should be within 8 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 8 weeks from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
2. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
3. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of **acceptance of the product** by State Bank of India.
4. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
5. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
6. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all

plastic parts of the equipment at his own cost including the cost of transport.

7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

- a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
- b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.
- c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax / e-mail is made or letter is written) shall not exceed 2 hours.
- d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 6 hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.
- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99.95 % of the time on a 24 x7 x 365 basis.

f) For purpose of calculating penalty, uptime is calculated as under :

$$\text{Uptime(\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$

$$\text{Total hours during the month} = \text{No. of working days} \times 24 \text{ hours}$$

g) Penalties for SLA uptime shall be as under;

| S. No. | Uptime Range            | Penalty                                                              |
|--------|-------------------------|----------------------------------------------------------------------|
| 1.     | 99.95% and above        | Nil                                                                  |
| 2.     | 99% to less than 99.95% | Rs. 5,00,000/-p.m.                                                   |
| 3.     | 97% to less than 99%    | Rs. 15,00,000/- p.m.                                                 |
| 4      | Less than 97%           | Bank reserves the right to terminate the contract and invoke the PBG |

- h) The **VENDOR** shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- i) **Preventive maintenance:** the **VENDOR** shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the **VENDOR** recognizes Bank's operational needs and agrees that Bank shall have the right to require the **VENDOR** to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- j) All engineering changes generally adopted hereafter by the **VENDOR** for equipment similar to that covered by this **AGREEMENT**, shall be made to the equipment at no cost to the Bank.
- k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The **VENDOR**'s engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the **VENDOR**'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- m) The **VENDOR** shall provide replacement equipment if any equipment is out of the premises for repairs.



7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.
8. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
9. However if Bank desires to shift the equipment to a new site and installit thereof urgently,the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply andbinding on the VENDOR.
10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
12. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.
13. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.
14. **Future additions of Hardware / Software:**
  - 14.1 The Bank would have the right to:
    - a) Shift supplied systems to an alternative site of its choice.

- b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.

provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

- 14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.
15. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 20)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



**ANNEXURE-M**

**Service Level Agreement**

(Note: SLA format is indicative. Scope of work, Delivery Schedules, Penalty, Liquidated Damages, Termination and other Terms and Conditions as per RFP will be incorporated)

AGREEMENT FOR Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance engines <sup>1</sup>

BETWEEN

State Bank of India, \_\_\_\_\_ <sup>2</sup>

AND

\_\_\_\_\_ <sup>3</sup>

Date of Commencement : \_\_\_\_\_ <sup>4</sup>

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

<sup>1</sup> Type/nature/name of Agreement.

<sup>2</sup> Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

<sup>3</sup> The other Party (Contractor/ Service Provider) to the Agreement

<sup>4</sup> Effective Date from which the Agreement will be operative.

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Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



**AGREEMENT<sup>5</sup>**

This agreement for Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance engines (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, Nariman Point, Mumbai-21 and having one of its Department at Special Projects – I , SBI , GITC, Nerul Annexe, Third Floor, Om Sagar Building, MIDC, Nerul, Navi Mumbai – 400706 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**"

<sup>5</sup> *This document is in the nature of a general template, which needs customisation and updating depending upon individual contract/service. Further, the document needs modification/ completion on many aspects such as nature and scope of services, roles and responsibilities of the Parties, etc. All these clauses are to be added to the document based on the facts and circumstances of each case. Also, certain particulars such as place of arbitration, jurisdiction, details of the parties, etc., are to be completed while finalisation of the Contract.*

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



throughout this Agreement, and the words Party and Parties shall be construed accordingly.

## **RECITALS**

### **WHEREAS**

The Bank is desirous of availing services for Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance engines ;

(i) The Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank, referred hereinafter as a "RFP" and same shall be part of this Agreement.

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

## **1 DEFINITIONS & INTERPRETATIONS**

**1.1 Capitalised Terms :** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement<sup>6</sup>:

**1.1.1 "Agreement"** means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

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<sup>6</sup> Please define the necessary terms, properly.

1.1.2 **"The Bank"** shall mean the State Bank of India (including domestic branches and foreign offices), its Associate Banks and subsidiaries. **< Strike of whichever is inapplicable.>**

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

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

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

1.1.6 **"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.

1.1.7 \_\_\_\_\_

## 1.2 Interpretations:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated



or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice verse.

1.2.3 Reference to any gender includes each other gender.

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

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

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

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

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

1.2.9 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 \_\_\_\_\_ 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:<sup>7</sup>

3.1.1 \_\_\_\_\_

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

## 4 REPRESENTATIONS AND WARRANTIES

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<sup>7</sup> The Agreement should clearly define what services are to be availed/ activities are to be outsourced including appropriate service and performance standards. Please use separate Annexure/ Schedule, if required for specifying the detailed work flow and details of Services/ tasks to be undertaken by the Service Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance testing, maintenance, warranty, etc.

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

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

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

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

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

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

4.2 **Additional Representation and Warranties by the Bank.**

- 4.2.1 \_\_\_\_\_<sup>8</sup>
- 4.2.2 \_\_\_\_\_
- 4.2.3 \_\_\_\_\_

**4.3 Additional Representation and Warranties by Service Provider.**

4.3.1 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.

4.3.2 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.

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

4.3.4 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.

4.3.5 The Service provider shall ensure that all persons, employees, workers and other individuals

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<sup>8</sup> Please provide the details, if any in respect of the additional representation and warranties by the Bank required taking into account of the Services.

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.

4.3.6 \_\_\_\_\_<sup>9</sup>

4.3.7 \_\_\_\_\_

#### 5 RESPONSIBILITIES OF THE BANK

5.1 \_\_\_\_\_<sup>10</sup>

5.2 \_\_\_\_\_

5.3 \_\_\_\_\_

#### 6 RESPONSIBILITIES OF THE SERVICE PROVIDER

6.1 \_\_\_\_\_<sup>11</sup>

6.2 \_\_\_\_\_

6.3 \_\_\_\_\_

#### 7 CONFIDENTIALITY

7.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations,

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<sup>9</sup> Please provide the details, if any in respect of the additional representation and warranties by Service Provider.

<sup>10</sup> Please provide the responsibilities / duties of the Bank which are not covered elsewhere, depending upon the nature of Services.

<sup>11</sup> Please provide the responsibilities /duties of the Service Provider which are not covered elsewhere, depending upon the nature of Services.

forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

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

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

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

7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the

negotiation or evaluation of the Project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information (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.

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

7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy

all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, 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.

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

7.3 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.

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.

## **8 RELATIONSHIP BETWEEN THE PARTIES .**

8.1 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.

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

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

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

8.5 All the obligations towards the 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.

## **9 SUB-CONTRACTING**

9.1 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.

9.2 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.

9.3 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.

9.4 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.

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

9.6 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.

## 10 PERFORMANCE GUARANTEE & PENALTY

10.1 The Service Provider has to furnish a performance guarantee for an amount of Rs. \_\_\_\_\_<sup>12</sup> for a period of \_\_\_\_\_ from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by the Bank.

10.2 The performance guarantee is required to protect the interest of the Bank against delay in

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<sup>12</sup> Please provide the amount of performance guarantee, if any.

supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

10.3 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule<sup>13</sup> specified in this Agreement.

10.4 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.

10.5 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.

10.6 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.

10.6.1 The rate of penalty is \_\_\_\_\_<sup>14</sup>.

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<sup>13</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

10.6.2 \_\_\_\_\_

## 11 **FORCE MAJEURE**

11.1 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.

11.2 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.

11.3 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.

11.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to

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<sup>14</sup> Please provide the rate and other details of penalty, if any.

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.

## **12 COMPLIANCE WITH LAWS.**

12.1 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.

12.2 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.

12.3 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.

12.4 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.

### 13 **RIGHT TO AUDIT**

13.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider shall submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub - contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

13.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to

resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

13.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

**14 FEES, TAXES DUTIES & PAYMENTS**

14.1 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.

14.1.1 \_\_\_\_\_<sup>15</sup>

14.1.2 \_\_\_\_\_

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

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<sup>15</sup> Please provide the payment details and taxes payable by the Bank, if any.



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

15 **GENERAL INDEMNITY**

15.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, 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.

15.2 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.

15.3 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.

15.4 Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or

penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.

15.5 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):

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

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

## 16 **TERMINATION**

16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (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) Violations of any terms and conditions stipulated in the RFP;

- (d) on the happening of any termination event mentioned herein above in this Agreement;
- 16.2 The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective.
- 16.3 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities :
- 16.3.1 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.
- 16.3.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 16.3.3 If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- 16.3.4 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.

16.3.5 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.

16.3.6 If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India

16.3.7 If any officer/ employee/ director of Service Provider or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director of the Bank.

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

16.5 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.

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

16.7 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.

16.8 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 indemnity; and
- (c) any right which a Party may have under the Application Law.

## 17 **LIMITATION OF LIABILITY**

17.1 For breach of any obligation mentioned in this Agreement, subject to obligations mentioned in clause 17.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project.

17.2 Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

17.3 The limitations set forth herein shall not apply with respect to:

- f) claims that are the subject of indemnification pursuant to IPR infringement,
- g) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
- h) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- i) When a dispute is settled by the Court of Law in India.
- j) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

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

18.1 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.

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

18.2.1 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.

18.2.2 In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without

prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. \_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

## 19 **ARBITRATION**

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

communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

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

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

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

## **20 GOVERNING LAW & JURISDICTION**

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

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





21 **ENTIRE AGREEMENT**

21.1 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.

21.2 This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules<sup>16</sup> which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

21.2.1 \_\_\_\_\_

21.2.2 \_\_\_\_\_

21.2.3 \_\_\_\_\_

21.3 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:

21.3.1 \_\_\_\_\_

21.3.2 \_\_\_\_\_

21.3.3 \_\_\_\_\_

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<sup>16</sup> Please also incorporate the Tender/ RFP/ RFP- modifications documents also as part of the Agreement, if the same are relevant.

## 22 SEVERABILITY

22.1 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.

## 23 NOTICES

23.1 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).

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

23.3 Address for communication to the Parties are as under:

23.3.1 To the Bank

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

23.3.2 To Service Provider

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

#### 24 MISCELLANEOUS

24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 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.

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

24.7 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.

24.8 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.

24.9 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.

24.10 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.



24.11 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.

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

24.13 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.

24.14 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.

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

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

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**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.

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**ANNEXURE, SCHEDULE, ETC.**

(Please provide the Annexure, Schedules, etc.,)

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**ANNEXURE-N**

**NON-DISCLOSURE AGREEMENT**

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

\_\_\_\_\_ constituted under the \_\_\_\_\_ Act, \_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

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

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

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

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

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential



Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

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

## 2. **Restrictions**

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

notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) the statutory auditors of the Bank and
- (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### 3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized 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 document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in

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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 |  |  |

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|           |  |  |
|-----------|--|--|
| Place     |  |  |
| Signature |  |  |

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**ANNEXURE-O**

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

| <b>Vendor Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |

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ANNEXURE-P

**PRE CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**General**

**This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201\_\_\_\_, between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its Deputy General Manager(IT-Special Project-I),State Bank of India, GITC Nerul Annexe,Third Floor, Om Sagar Building, MIDC, Nerul, Navi Mumbai-400706 at Nerul , Navi Mumbai (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.**

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price

in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an



enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the

BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on

behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4. Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be

treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### **5.Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the

prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive

on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7. Independent Monitors**

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

**Shri Johny Joseph**  
**Address:701-702, Callalily-Y,**  
**Nagar Amrit Shakti, Chandivali,**  
**Andheri (East), Mumbai - 400072.**  
**e-mail: johnyjoseph49@gmail.com**

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

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

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while

representing the matters to Independent External Monitors and he/she will await their decision in the matter.

- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **8. Facilitation of Investigation**

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

#### **9. Law and Place of Jurisdiction**

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

#### 10. Other Legal Actions

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

#### 11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

12. The parties hereby sign this Integrity Pact at \_\_\_ on \_\_\_\_\_

For BUYER

For BIDDER

Name of the Officer.

Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India.

Witness

Witness

1

1.

2

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**Note: This agreement will require stamp duty as applicable in the State where it is executed.**



Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



**ANNEXURE - Q**

**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY**

To:

The Deputy General Manager(IT-Special Project-I),State Bank of India, GITC Nerul Annexe,Third Floor, Om Sagar Building, MIDC, Nerul, Navi Mumbai-400706

Dear Sir,

**BANK GUARANTEE FOR EARLY RELEASE OF 10% RETENTION MONEY AS SET OUT IN THE SBI RFP No-SBI/GITC/SP1/2017/2018/447 Dated:23-11-2017**

**GUARANTEE NO:** \_\_\_\_\_  
**AMOUNT: Rs.** \_\_\_\_\_  
**GUARANTEE COVER FROM** \_\_\_\_\_ **TO** \_\_\_\_\_  
**LAST DATE OF LODGEMENT OF CLAIM** \_\_\_\_\_  
**(3 months after expiry of warranty)**

Whereas \_\_\_\_\_, a company registered under the Companies Act 1956 having its Registered Office at ..... (hereinafter referred to as `vendor' which expression shall include its successors and assigns) entered into a agreement dated \_\_\_\_\_ with State Bank of India (SBI) for supply, installation, testing, commissioning & maintenance of the following hardware, software & services at State Bank of India site in \_\_\_\_\_ (hereinafter referred to as `the said agreement')

<details of equipment that supplied to be filled in table>

and it has been agreed that apayment of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_only) will be made to the vendor representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in considerationof SBI agreeing to release a sum of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_Only) representing balance 10% of the consideration amount payable to the vendor in terms of, the said agreement, we \_\_\_\_\_(Bank) having our head office at \_\_\_\_\_and amongst other places, a branchat \_\_\_\_\_ (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of vendor committing breach of any of the undertakingsor committing default in fulfilling any obligation arising out of saidagreement, we \_\_\_\_\_

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



\_\_\_\_\_ (bank) shall on demand, pay SBI without any demur Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and notwithstanding any right the vendor may have against SBI or any disputes raised by the vendor or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and SBI's written demand shall be conclusive evidence to us that such amount is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from theaforesaid undertaking and guarantee by any agreement, variations made between SBI and the vendor, indulgence shown to the vendor by SBI, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the vendor by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by SBI in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of SBI and save as aforesaid it will be in force until the vendor complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the vendor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, SBI will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the vendor by operation of law and shall cease only on payment of the full amount by the guarantor to SBI of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the vendor given or to be given to SBI in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

Procurement, installation, commissioning and maintenance of servers, storage devices, related accessories and networking equipments for GST Tax Determination and Compliance Engines



9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) and

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (three months after the date of expiry of the warranty)

d) The guarantor has under its constitution powers to give this guarantee and Shri \_\_\_\_\_ (signatories) Officials/ Managers of the Bank who has/have signed this guarantee has/have powers to do so.

Dated this ..... day of..... 201 at .....

For and on behalf of..... (Bank).

Authorised Signatory ..... in favour of the Bank

Designation .....

An amount is to be inserted by the Bank or financial institution representing the amount of the Advance Payment.