



**REQUEST FOR PROPOSAL
FOR PROCUREMENT OF ANNUAL MAINTENANCE SERVICES FOR IT
ASSETS**

RFP No.: SBI/GITC/ATM/2018-19/486 : 11/06/2018

**State Bank of India
IT-ATM Department
State Bank Global IT Center
2nd Floor, MTNL Building
Sector -11, CBD Belapur
Navi Mumbai : 400614
(Maharashtra) INDIA**

Annexure I
Notice Inviting e-Tender

**Request for Proposal for Annual Maintenance
Services for IT Assets**

Procurement of captioned RFP shall be undertaken through Online e-Tender Portal:
<https://sbi.abcpocure.com>.

Basic Details

Department	SBI – IT-ATM Department , GITC, CBD Belapur -400614 Maharashtra
Reference No	SBI/GITC/ATM/2018-19/486
Brief scope of work	RFP for Procurement for Annual Maintenance Services for IT Assets
Details Scope of work	As per appendix -6
Product / Service / Work Keyword*	Support Services
Stage	Two Stages : PQB and Price Bid
Envelope(s)	As per check-list Given
Bid Validity period (in days)	180 days
Download Document	After login
Type of Contract	Services
Project Duration / Delivery or Completion period	Three years
Digital Certificate Required	Yes

Bid submission configuration

Bid Evaluation	Multiple item
Mode of bid submission	Online
Bidding access	Open
Base currency	INR
Bidding Type	NCB/Domestic

RFP for Procurement for Annual Maintenance
Services for IT Assets



Consortium	Do not allow
Bid Withdrawal	Allow Up to the Date and time of Bid submission date and time

Key configuration

Bidding Variant*	Buy
Pre-Bid meeting	Allow
Mode of pre-bid meeting	Offline

Dates Configuration :

Document downloading Start date	11/06/2018 11.00
Document downloading end date	05/07/2018 15.00
Bid submission start date	22/06/2018 11.00
Bid submission end date	05/07/2018 15.00
Bid opening date	05/07/2018 15.30
Pre-Bid Query Submission end Date	18/06/2018 11.00
Pre-Bid Meeting start date	20/06/2018 11.00
Pre-Bid Meeting end date	20/06/2018 13.00
Pre-Bid response by the Bank	22/06/2018 15.00

Pre-bid requirements :

Step :

(a) Pre-Bid queries to be obtained Online

Vendor Name@	Sl. No	Appendix	Page No	Clause No.	Existing Clause	Query/Suggestions

@ Vendor Name should not be visible to Bidder but should be available to the Bank for download.

(b) Offline Pre-bid meeting : Pre-Bid Meeting Venue :

State Bank of India
IT-ATM Department
State Bank Global IT Center
2nd Floor, MTNL Building
Sector – 11, CBD Belapur
Navi Mumbai : 400 614
Maharashtra - India

(c) Bank will share the responses to the queries requires to be uploaded at Online site

Sl. No	Appendix	Page No	Clause No.	Existing Clause	Query/Suggestions	Bank Responses to the queries

(d) During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received through Online e-Tender Portal.

(e) Bank will share the amendment(s), If any to be published at Online Site

1. Tender Fee:

Pay Non-Refundable Tender Fee of Rs.5000 Online through <https://sbi.abcpocure.com> against this RFP.

2. Documents Submission :

(i) Earnest Money Deposit :

Offline : The EMD for an amount of Rs.2,50,000/- in the form of a Demand Draft or Pay Order or Bank Guarantee (valid for 18 months from the date of bid opening date), to **be submitted physically to :**

The Deputy General Manager (IT-ATM), State Bank of India, IT-ATM Department, Global IT Center, 2nd Floor, MTNL Building, Sector – 11, CBD Belapur : 400 614, Maharashtra **by 05/07/2018 15.00 hours subscribed**
“EMD for RFP No : SBI/GITC/ATM/2018-19/486 dated 11/06/2018
“ and subsequent amendments thereto. “

Bank Guarantee [on the lines of **Appendix-8**], issued by 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

3. Non-submission of EMD (offline) and duly stamped and signed by the Bidder before date and time mentioned above will render the Bidder disqualified for further process of procurement

04. Check-List :

Part I

NB : Each compliance submission of Single and Multiple Fields are mandatory and final submission should be with digital certificate.

@ Single Field Confirmation : At each Single field submission, confirmation be sought as “ We, have read, examined, understood and agree to execute works without any qualification in a manner and on the terms and conditions stipulated in Appendixes.”

Appendix No	Matter	e-tender item to be made available as	Single@ /Multiple Fields (each field wise) mandatory Compliance	Upload Documents duly signed by authorized signatory with seal on the letter head of Company without any change in its contents.
Appendix-3	Bidder's Eligibility Criteria	Form	Multiple	All required documents
Appendix-3a	Financials	Form	Multiple	N
Appendix-3b	Bidder Declaration	Line	Single	Appendix 3b
Appendix-3c	Support Center	Form	Multiple	N
Appendix-3d	Customer References	Form	Multiple	Certificate / Document required
Appendix-3dd	Client Certificates	Line	Multiple	Certificate / Document required / Appendix-3dd
Appendix-3e	Support Team	Form	Multiple	N
Appendix-5	Bidder details	Form	Multiple	N
Appendix-7	Indicative Commercial Bid	Form	Multiple	N
Appendix-7-1	Tax Rate	Form	Multiple	N
Appendix-14	Pre Bid Query Online	Form	Multiple	N

Part II

Online Compliance Certificate (Form) to be submitted by Bidder with digital certificate.

The following message should be displayed at the time of submission of Online Compliance Certificate with Digital Certificate :

We, have read, examined, understood and agree to execute works as per the terms and conditions stipulated in the respective Appendixes as per RFP No. SBI/GITC/ATM/2018-19/486 and amendment thereto, without any qualification in any manner.

RFP for Procurement for Annual Maintenance
Services for IT Assets



Appendix No	Appendix Description	Compliance Yes/No
Appendix-1	Terms and conditions	
Appendix-2	Bid Form	
Appendix-4	Technical Bid Specifications	
Appendix-4-1	Technical Evaluation	
Appendix-6	Scope of work	
Appendix-8	Format for Bank Guarantee as Earnest Money Deposit	
Appendix-9	Format for submission of Performance Bank Guarantee	
Appendix-11	Penalties and SLA terms	
Appendix-12	Appendix-12 SLA-Agreement	
Appendix-13	Non-disclosure Agreement	

Appendix-1

Terms and Conditions :

Table of Contents:

1.	<i>Invitation to Bid:</i>	3
2.	<i>Disclaimer:</i>	4
3.	<i>Definitions:</i>	5
4.	<i>Scope of Work : As given in Appendix-6 of this document</i>	6
5.	<i>Eligibility and Technical Criteria:</i>	6
6.	<i>Cost of Bid Document:</i>	6
7.	<i>Clarification and amendments on RFP/Pre-Bid Meeting:</i>	7
8.	<i>Contents of bidding document:</i>	8
9.	<i>Earnest Money Deposit (EMD):</i>	8
10.	<i>Bid Preparation and submission :</i>	9
11.	<i>Deadline for submission of Bids :</i>	12
12.	<i>Modification and Withdrawal of Bids:</i>	12
13.	<i>Period of Validity of Bids:</i>	13
14.	<i>Bid Integrity:</i>	13
15.	<i>Bidding process/Opening of Technical Bids :</i>	13
16.	<i>Technical Evaluation:</i>	14
17.	<i>Evaluation of Price Bids and Finalisation:</i>	15
18.	<i>Contracting the Bank:</i>	16
19.	<i>Award Criteria:</i>	16
20.	<i>Powers to Vary or Omit Work:</i>	18
21.	<i>No waiver of Bank Rights or Successful Bidder's Liability:</i>	18
22.	<i>Change of Orders:</i>	19
23.	<i>Contract Amendments:</i>	19
24.	<i>Bank's Right to Accept Any Bid and to Reject Any or All Bids:</i>	19
25.	<i>Performance Bank Guarantee:</i>	20
26.	<i>Services:</i>	20
27.	<i>Annual Maintenance Contract (AMC):</i>	21
28.	<i>Compliance with IS Security Policy:</i>	23
29.	<i>Penalties / SLA Conditions:</i>	24
30.	<i>Right to Verification:</i>	24
31.	<i>Purchase Price:</i>	24
32.	<i>Right to Audit:</i>	25
33.	<i>Subcontracting:</i>	26
34.	<i>Validity of Agreement:</i>	26
35.	<i>Limitation of Liability:</i>	26
36.	<i>Confidentiality:</i>	27
37.	<i>Delay in the Vendor's Performance:</i>	27
38.	<i>Vendor's Obligations:</i>	28
39.	<i>Technical Documentation:</i>	29
40.	<i>Patent Rights/Intellectual Property Rights:</i>	29
41.	<i>Liquidated Damages:</i>	30
42.	<i>Conflict of Interest:</i>	30
43.	<i>Fraud & Corrupt Practices:</i>	32
44.	<i>Termination for Default :</i>	34
45.	<i>Force Majeure:</i>	35
46.	<i>Termination for Insolvency:</i>	36

47.	<i>Termination for Convenience:</i>	36
48.	<i>Disputes/Arbitration (applicable in case of successful Bidder only):</i>	36
49.	<i>Governing Language:</i>	37
50.	<i>Applicable Law :</i>	37
51.	<i>Taxes and Duties:</i>	37
52.	<i>Tax deduction at Source:</i>	38
53.	<i>Tender Fee:</i>	38
54.	<i>Notices:</i>	39
55.	<i>Other terms and conditions :</i>	39

1. *Invitation to Bid:*

- 1.1. **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 located in India and foreign, 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 for Annual Maintenance Services for IT Assets.
- 1.2. In order to meet the Services requirements, the Bank proposes to invite tenders from eligible vendors as per details/**scope of work** mentioned in **Appendix-6** of this RFP document.
- 1.3. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-3** of this RFP and willing to provide the 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).
- 1.4. Address for submission of Bids, contact details including email address for sending communications are given in the Notice Inviting e-tender **Annexure I**.
- 1.5. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of Services desired in this document.
- 1.6. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 1.7. 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 providing 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 Services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- 2.1.** 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.
- 2.2.** 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.
- 2.3.** 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.
- 2.4.** 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.
- 2.5.** 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.
- 2.6.** 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.

- 2.7. 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 and conditions shall be interpreted as indicated below :

- 3.1. **“Bank / Purchaser / SBI”** ‘means the State Bank of India (including domestic branches and foreign offices) and subsidiaries.
- 3.2. **“Applicant / Bidder/System Integrator”** means an eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- 3.3. **“Proposal / Bid”** means the written reply or submission of response to this RFP.
- 3.4. **“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.
- 3.5. **“Vendor/Supplier/Contractor/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 the Bank.
- 3.6. **“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.
- 3.7. **“Services”** means all services, scope of work and deliverables/resources to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.

3.8. Annual Maintenance Contract (AMC) - It would be the annual cost of maintenance/upkeep/updation of product or specified hardware and software

3.9. Project Cost and Total Cost of Ownership :

Project Cost and Total Cost of Ownership (TCO) means the final price quoted by the Service Provider during the reverse auction and payable to the Service Provider under the contract for the full and proper performance of its contractual obligations.

3.10. RFP: The request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

3.11. “ Equipment ” means Computer, Hardware, Peripherals, printers, hardware components, other electronic items , *Hardware including Servers / Storages / Load Balancer / PCs / Nodes / Clients / Laptops / peripherals / printers / Networking Components / Video Conference Equipments and software including Novell Netware/Linux (Proxy and firewall)/ Sun Solaris /Oracle on Linux/RHEL/AIX 7.0 / SCO Unix (COBOL based application) / Windows 8 Server /Windows 2012 Server / Windows 2018 Server onwards / Window 7/10 / Window Vista /MS Office / O365/Utilities : Acrobat / Winzip / WinRar /Anti-virus software and its updates / OS Patches / Security patches / Advisories / hardware components etc* and specifically detailed in the Technical Bid

4. Scope of Work : As given in Appendix-6 of this document.

5. Eligibility and Technical Criteria:

5.1. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-3 & Appendix-4** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

6. Cost of Bid Document:

6.1. 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:

- 7.1. Bidder requiring any clarification of the bidding document may notify through On-line e-tender Portal **strictly as per the format given in Appendix-14** within the date/time mentioned in the schedule of events.
- 7.2. 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.
- 7.3. The queries received (without identifying source of query) and response of the Bank thereof will be posted **at the e-tender portal** and / or on the Bank's website.
- 7.4. 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 through the Bank's Website and /or e-tender portal. 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.
- 7.5. 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.

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

8. Contents of bidding document:

8.1. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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):

9.1. The Bidder shall furnish EMD for the amount and validity period mentioned in Annexure I – Notice Inviting e-Tender.

9.2. EMD is required to protect the Bank against the risk of Bidder's conduct.

9.3. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Appendix-8**], 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.

9.4. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.

9.5. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.

9.6. 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 this RFP which should be strictly on the lines of format placed at **Appendix-9**.

9.7. No interest is payable on EMD.

9.8. 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.

9.9. 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 :

10.1. e-Tendering :

10.1.1. This tender will follow e-Tendering process [e-bids] as under which will be conducted by Banks' authorised e-Tendering Vendor M/s. e-Procurement Technologies Ltd. [AuctionTiger] through their Website as per Check-list as per Notice Inviting Tender Annexure-I.

10.1.1.1. Vendor Registration.

10.1.1.2. Publish of Tender

- 10.1.1.3. Online Pre-Bid Queries
- 10.1.1.4. Pre-Bid Meeting : Offline
- 10.1.1.5. Online Response of Pre-Bid Queries.
- 10.1.1.6. Corrigendum/Amendment (if required)
- 10.1.1.7. Bid Submission
- 10.1.1.8. Tender Opening
- 10.1.1.9. Pre-Qualification
- 10.1.1.10. Tender Evaluation
- 10.1.1.11. Reverse Auction with Qualified bidders.
- 10.1.1.12. Tender Award.

- 10.1.2. Representative of Vendors will be given training for e-Tendering by M/s.e Procurement Technologies Ltd (Auction Tiger).

The Vendors are required to have digital certificates well in advance to participate in e-Tendering to be conducted by M/s. e-Procurement Technologies Ltd. [AuctionTiger].

Vendors will have to abide by e-Business rules framed by the Bank in consultation with M/s.e-Procurement Technologies Ltd (AuctionTiger).

- 10.1.3. No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.

- 10.1.4. The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Mumbai only.

- 10.1.5. Bidders may please note :

10.1.5.1. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services, Software Solution/ services it proposes to supply.

10.1.5.2. While submitting the Technical Bid, literature on the hardware and its associated operating software/Software Solution/ service should be uploaded .

- 10.1.5.3. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- 10.1.5.4. The Bid document shall be complete 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 uploaded.
- 10.1.5.5. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- 10.1.5.6. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts 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.**
- 10.1.5.7. 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.
- 10.1.5.8. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- 10.1.5.9. The Bidder must provide specific and factual replies to the points raised in the RFP.
- 10.1.5.10. 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 and to be uploaded in the portal.
- 10.1.5.11. 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 and to be uploaded in the portal.

10.1.5.12. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.

10.1.5.13. The Bank reserves the right to reject Bids not conforming to above.

10.1.5.14. All the envelopes shall be addressed to the Bank and uploaded at the address given as per Notice Inviting e-Tender – Annexure I and should have name and address of the Bidder.

11. Deadline for submission of Bids :

11.1. Bids must be received at the portal and by the date and time mentioned in the Notice Inviting e-Tender – Annexure I.

11.2. 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.

11.3. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

11.4. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

12. Modification and Withdrawal of Bids:

12.1. 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 at the portal, prior to the deadline prescribed for submission of Bids.

12.2. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

12.3. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

13. Period of Validity of Bids:

- 13.1.** Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- 13.2.** 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.
- 13.3.** The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

14. Bid Integrity:

- 14.1.** 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 equipment 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 :

- 15.1.** 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 Notice Inviting e-Tender as per Annexure I.
- 15.2.** 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.
- 15.3.** The Bank will examine the Bids to determine whether they are

complete, and all documents/appendix(es) stated in Notice Inviting e-Tender as per Annexure I have been submitted, 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.

- 15.4.** 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.
- 15.5.** The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 15.6.** After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.
- 15.7.** 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:

- 16.1.1.** Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar services are in use.
- 16.1.2.** 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.
- 16.1.3.** Bank may evaluate the technical and functional specifications of all the services quoted by the Bidder and Bidder support facilities: Support requirement like online support/ email support/ offline support, time period etc

16.1.4. 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 online through the portal and no change in prices or substance of the Bid shall be sought, offered or permitted. Bidder to provide the clarification online within the timeline specified. No post Bid clarification at the initiative of the Bidder shall be entertained.

16.1.5. **Technical Evaluation:**

The evaluation matrix as per **Appendix-4-1** will be used for technical evaluation. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration.

17. Evaluation of Price Bids and Finalisation:

17.1. The envelope containing the indicative Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.

17.2. 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 Notice Inviting e-Tender – **Annexure I**.

17.3. Shortlisted Bidders willing to participate in the reverse auction process must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also 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.

17.4. 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.

17.5. After the Reverse Auction, the Bidder(s) will be required to submit the confirmation of the price quoted by him in the Reverse Auction. The basis of arriving at the itemized price break-up i.e price of individual

components to the discovered price in reverse auction, shall be in the same proportion as was given in the Indicative Commercial Bid, which shall be advised to the selected bidder by Bank while issuing the Purchase Order.

This is explained by way of an example below:

Example : (Will apply also to sub-items under each Serial Number)

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost (in %age)	L1 Price (INR)	Final price should be (INR)*
A	B	C	D	E
(1) Sr.No.1	25	13.16		9.87
(2) Sr.No.2	50	26.32		19.74
(3) Sr.No.3	75	39.47		29.60
(4) Sr.No.4	40	21.05		15.79
(5) Grand Total (1 + 2 + 3 + 4) Total cost of ownership.	190	100	75	

18. Contracting the Bank:

- 18.1.** 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.
- 18.2.** 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:

- 19.1.** 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.

- 19.2. The notification of award will constitute the formation of the Contract.
- 19.3. Until the execution of a formal contract, the Bid document, together with the Bank's issuance of Purchase Order and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- 19.4. The successful bidder shall be required to enter into a Bank's Standard contract/ SLA (Software/Service Level Agreement as provided in Appendix(s) and clauses provided in RFP with the Bank, within 30 days from the date of issuance of Purchase Order or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given at **Appendix-9** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. 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.
- 19.5. 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.
- 19.6. 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.
- 19.7. 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.
- 19.8. 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:

- 20.1.** 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.
- 20.2.** 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.
- 20.3.** 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:

- 21.1.** 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 of Orders:

22.1. 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:

- 22.1.1. Method of shipment or packing or services ;
- 22.1.2. Place/location of delivery;
- 22.1.3. Quantities/resources to be supplied subject to 25% above or below the originally declared quantities/resources.

22.2. 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:

23.1. 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:

24.1. 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. Performance Bank Guarantee:

25.1. Performance Bank Guarantee [PBG] of the amount 10 % of the Total Cost of Ownership based on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s)) with validity period of 3 years plus 3 months claim period, furnished hereunder strictly on the format at **Appendix-9** is to be submitted by the finally selected Bidder(s). The PBG should 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.

25.2. The PBG is required to protect the interest of the Bank against the risk of non-performance or failure to perform any obligation(s), either fully or partially, of the successful Bidder in respect of successful implementation of the project under any of the agreement(s) pursuant to this RFP, which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

26. Services:

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

26.2. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed Services.

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

26.4. Bidder should ensure that the quality of methodologies for delivering the Equipment, Software Solution and Services, adhere to quality standards/timelines stipulated therefor.

- 26.5. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- 26.6. Bidder shall provide and implement patches/ upgrades/ updates for Equipment and Software Solution/Firmware/ OS/hardware/ software/ Operating System / Middleware etc as and when released by the Vendor/ OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/ version changes.
- 26.7. 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 hardware/ software/ Operating System/Middleware etc in case the Bank chooses not to upgrade to latest version.
- 26.8. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- 26.9. The selected Bidder shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.

27. Annual Maintenance Contract (AMC):

- 27.1. The selected Bidder shall support the Equipment, and Services and its associated items/components including OS/firmware/middleware /Software Solution during the period of AMC as specified in Scope of work in this RFP.
- 27.2. During the AMC/ATS period, the Bidder will have to undertake comprehensive support of the entire Equipment (hardware/components/ operating software/firmware/middleware), (Software Solution if any, supplied by the Bidder) and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost to the Bank. During the support period, the Bidder shall maintain the Equipment, to comply with required parameters 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 of the Equipment (hardware/ equipment/ components/ software or any component/ part thereunder), 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.

- 27.3.** During the support period (ATS/AMC), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Equipment and Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Equipment and Software Solution as per the Bank's policy, reloading of firmware/patches/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, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Equipment (hardware, system software or any of its components), Software Solution, the Bidder shall ensure that System 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.
- 27.4.** Onsite comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.
- 27.5.** 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.
- 27.6.** Support (AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Vendor. The vendor will warrant Equipment against defects arising out of faulty design etc. during the specified support period. The vendor will support Equipments 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/client 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.

27.7. 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

27.8. 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.

27.9. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) 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.

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

27.11. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

28. Compliance with IS Security Policy:

28.1. 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:

- 28.1.1. Responsibilities for data and application privacy and confidentiality
- 28.1.2. Responsibilities on system and software access control and administration
- 28.1.3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- 28.1.4. Physical Security of the facilities
- 28.1.5. Physical and logical separation from other customers of the Vendor
- 28.1.6. Incident response and reporting procedures
- 28.1.7. Password Policy of the Bank
- 28.1.8. Data Encryption/Protection requirements of the Bank.
- 28.1.9. In general, confidentiality, integrity and availability must be ensured.

29. Penalties / SLA Conditions:

As mentioned in **Appendix-11** of this RFP.

30. 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.

31. Purchase Price:

- 31.1. Total cost of Services would be the Total Cost of Ownership (TCO) and has to be quoted in reverse auction.
- 31.2. 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.
- 31.3. The order will be placed for total Cost of resources and Annual Maintenance Contract/Annual Technical Support /Support & Services.
- 31.4. The applicable TDS will be deducted at the time of payment of invoices.
- 31.5. Terms of payment : Payment will be made on quarterly basis in arrears based on the services of actual resources utilized and Annual Maintenance Charges , after deducting penalty(ies), if any, by the Bank.

Selected Bidder must have an account with SBI and payment for deliverables shall be credited to Service Provider's account with SBI.

- 31.6. 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.
- 31.7. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, GST 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.

32. Right to Audit:

32.1. 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 is 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. Bank shall provide prior notice of 7 calendar days before such audit provided this will not be applicable in case of audit is conducted by any statutory or regulatory authority.

32.2. 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, 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.

32.3. 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.

33. Subcontracting:

- 33.1.** 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.
- 33.2.** 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.

34. Validity of Agreement:

The Agreement/ SLA will be valid for the period of three years including warranty and AMC which can be extended for further upto five years, solely at the discretion of the Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

35. Limitation of Liability:

- 35.1.** 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.
- 35.2.** 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.

36. Confidentiality:

36.1. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the 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.

36.2. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

36.3. 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.

37. Delay in the Vendor's Performance:

37.1. Services shall be made by the Vendor within the timelines prescribed in the RFP.

37.2. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its 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.

- 37.3.** Any delay in performing the obligation/ defect in performance by the Vendor 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).

38. Vendor's Obligations:

- 38.1.** 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.
- 38.2.** 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.
- 38.3.** 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.
- 38.4.** 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.
- 38.5.** 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.
- 38.6.** Vendor shall provide necessary training to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, Software Solution, installation, troubleshooting processes of the proposed solution.

- 38.7.** 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 **Appendix-13** of this document.

39. Technical Documentation:

- 39.1.** 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, SOP, 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.
- 39.2.** The vendor shall provide documents related to process documents/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 service level failure as and when applicable.
- 39.3.** 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 abovementioned 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, if desired by the Bank.

40. Patent Rights/Intellectual Property Rights:

- 40.1.** For any licensed software used by the finally selected L1 Vendor for performing services for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- 40.2.** 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.

40.3. 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.

40.4. 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.

41. Liquidated Damages:

41.1. If the Selected bidder fails to deliver and perform any or all the Services within the stipulated time, as specified in the RFP/Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost payable under the agreement , as liquidated damages a sum equivalent to 0.5 % of total cost of ownership for delay of each week or part thereof maximum upto 10 % of the total cost of the ownership/Project. Once the maximum deduction is reached, the Bank may consider termination of the Agreement/contract.

42. Conflict of Interest:

42.1. 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:

42.1.1. 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:

42.1.1.1. 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

42.1.1.1.1. 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

42.1.1.1.2. 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

42.1.2. a constituent of such Bidder is also a constituent of another Bidder; or

42.1.3. 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.

42.1.4. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

42.1.5. 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

42.1.6. 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.

43. Fraud & Corrupt Practices:

43.1.1. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

43.1.2. Without prejudice to the rights of the Bank under Clause 49.1.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in

any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

43.1.3.1. **“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;

43.1.3.2. **“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

43.1.3.3. **“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;

43.1.3.4. **“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

43.1.3.5. “**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.

44.–Termination for Default_:

- 44.1.** The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, at any time by giving a written notice of 30 days to the Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Agreement provided a cure period of not less than 60 days (term) is given to service provider to rectify the defects.
- 44.2.** 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, Equipments, Software Solution and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Equipments, Software Solution and Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- 44.3.** 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.
- 44.4.** 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.
- 44.5.** The Bank’s right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

44.6. 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 Appendix 11** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

45. Force Majeure:

45.1.1. 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.

45.1.2. 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 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.

45.1.3. 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.

46. 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.

47. Termination for Convenience:

47.1. 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.

48. Disputes/Arbitration (applicable in case of successful Bidder only):

48.1. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration would be held as per the Arbitration and conciliation Act, 1996, as amended from time to time. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

48.2. 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.

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

49. Governing Language:

The governing language shall be English.

50. 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.

51. Taxes and Duties:

51.1. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty, corporate taxes, Income tax 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, Custom duty, etc. should be specified in the separate sheet **(Appendix-7-1)**.

51.2. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of Equipment, Software Solution and Services 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 **Appendix-7-1** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-7-1** 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 **Appendix-7-1**.

51.3. 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.

51.4. 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.

51.5. 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.

52. Tax deduction at Source:

52.1. 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.

52.2. 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.

53. Tender Fee:

53.1. The same should be furnished by the Bidders as stated in **Annexure I** Notice Inviting Tender. The Bids without tender fee will not be considered valid.

54. Notices:

- 54.1.** 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.

55. Other terms and conditions :

55.1. Selected Bidder's Obligations :

- 55.1.1. The Bidder 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 Contract.
- 55.1.2. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- 55.1.3. The Bidder 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 Bidder's negligence.
- 55.1.4. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- 55.1.5. The Selected bidder(s) shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923, and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time

BID FORM

Online Compliance Certificate (Form) to be submitted by Bidder with digital certificate, having read, examined, understood and agree to execute works as per the terms and conditions stipulated in the respective Appendixes as per RFP and its amendment thereto, without any qualification in any manner.

To:
The Deputy General Manager
State Bank of India
IT-ATM Department
2nd Floor, MTNL Building
State Bank Global IT Center
Sector – 11, CBD Belapur – 400 614
Navi Mumbai : Maharashtra

Dear Sir,

Ref: RFP No. SBI/GITC/ATM/2018-19/486 and amendment thereto.

~~~~~

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 provide Services 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 commercial bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative commercial bid 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 *commercial bid* 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 providing Services 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 **Appendix 12** of this documents 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, organization 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.
17. We hereby undertake to provide Professional Service Engineers on our Pay Roll, who possess requisite qualification and experience in terms of RFP.

\*\*\*\*\*



## Eligibility Criteria

## Appendix - 3

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. Bidders who do not fulfil any of the below criteria need not apply. Bidders who are capable of PAN India mass deployment and can start deployment quickly with full functionalities need only apply.

**Note: In case of open RFP, suitable eligibility criteria be fixed and mentioned in the table. A pro forma and some of the indicative eligibility criteria are given. As per actual requirements of the RFP, the above clauses may be suitably modified / deleted and / or new clauses may be added. .**

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                | Compliance (Yes/No) | Upload documents                                                                                                                                                                                                                                           |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | The Bidder must be an Indian firm / company/ organization registered under applicable Act in India and in existence for 3 years.                                                                                                                                                                                                    |                     | 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.10 crore during three financial year(s). 2014-2015,2015-2016,2016-2017.                                                                                                                                                                                                      |                     | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for three years : 2014-2015,2015-2016,2016-2017. Additionally, details to be filled up in form Appendix-3a.                                                             |
| 3      | The Bidder should be profitable organization (on the basis of Profit before Tax for at least two out of three financial years i.e. 2014-2015,2015-2016,2016-2017.                                                                                                                                                                   |                     | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant for three years 2014-2015,2015-2016,2016-2017. Additionally, details to be filled up in form Appendix-3a. |
| 4      | Bidder to comply with requirements given in Appendix 3b                                                                                                                                                                                                                                                                             |                     | Bidder should specifically confirm on their letter head in this regard as per Appendix-3b (strictly without any change)                                                                                                                                    |
| 5      | The Bidder should have support setup at Mumbai with 2 hours of response time in Mumbai (PR) and 2 hours in Hyderabad (DR)                                                                                                                                                                                                           |                     | The details to be filled up in form Appendix-3c                                                                                                                                                                                                            |
| 6      | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in scheduled commercial bank for minimum period of three years (Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required. Bidder may add more also) |                     | (a) The details to be filled up in form Appendix-3d and<br>(b) Upload Client Certificate as per Appendix-3dd or relevant Purchase Order/Work Order/SLA/Completion Certificate.                                                                             |
| 7      | Support team dealing with Maintenance of Hardware at Mumbai                                                                                                                                                                                                                                                                         |                     | The details to be filled up in form Appendix-3e                                                                                                                                                                                                            |
| 8      | The Bidder should agree to the terms and conditions of Service Level Agreement as per <b>Appendix-12</b> , should they become L1 in the reverse auction to execute a contract with the Bank.                                                                                                                                        |                     | N                                                                                                                                                                                                                                                          |
| 9      | 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. [No change/ addition or deletion to be made by the Bidder to any of the clauses.]           |                     | N                                                                                                                                                                                                                                                          |

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.

**Appendix-3a**

## Annual Financials

| [Rs. In crores]            | As at close of business as on |          |          |             |
|----------------------------|-------------------------------|----------|----------|-------------|
|                            | 31.03.15                      | 31.03.16 | 31.03.17 | 31.03.18    |
|                            | Actuals                       | Actuals  | Actuals  | Provisional |
| Turnover/ Sales            |                               |          |          |             |
| Solution related Turn over |                               |          |          |             |
| Profit before Tax          |                               |          |          |             |
| Capital & Reserves         |                               |          |          |             |

## Appendix-3b

### **Bidder Declaration : Letter from Bidder on their Letter Head**

Date :

To  
The Deputy General Manager [IT-ATM]  
State Bank of India  
IT-ATM Department  
State Bank Global IT Centre  
CBD Belapur , Navi Mumbai 400 614

Dear Sir,

Ref: RFP No.: SBI/GITC/ATM/2018-19/486

Dated : 11/ 06/ 2018

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 provide support services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

2. We hereby certify that we have neither been blacklisted nor expelled from any project / contract nor had any contract terminated for breach or corruption or fraudulent practices by any Public Sector Undertaking /IBA/ RBI / Regulatory Authority/ Statutory Authority / Any State or Central Government / any bank during the last five years in India or abroad.

3. (a) We hereby certify that no past/present litigations or disputes exists against our Company/firm which could adversely affect our participation under this RFP and result in the disqualification.

OR

(b) We hereby certify that past/present litigations or disputes exists against our Company/firm the brief details of which are as under :

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

(NB : Please strike out either 3 (a) or 3 (b) as the case may be )

We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of RFP, we shall intimate the Bank of the same immediately.

4. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank in connection with the selection of bidder or in connection with the selection/bidding process itself in respect of procurement of Support Services.

5. We agree to the terms and conditions of Service Level Agreement as per Appendix-12 and undertake to execute the said agreement with the Bank, on our becoming L1/TC1 in the reverse auction.

6. We do hereby certify that we do 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.

7. We have support setup with two hours of response time and four hours of resolution time at DC Site at Mumbai and DR Site at Hyderabad.

Yours faithfully,

Signature and Seal of Bidder

**Appendix-3c**

|          |                                                                              |        |
|----------|------------------------------------------------------------------------------|--------|
| <b>A</b> | <b>The Bidder should have Support Setup</b>                                  |        |
| Sr.No.   | Complete Address details with contact Nos.                                   |        |
| 1        | Address                                                                      |        |
|          |                                                                              |        |
|          | Email                                                                        |        |
|          | Phone                                                                        |        |
|          | Name of Head                                                                 |        |
|          | Designation                                                                  |        |
|          | Cell                                                                         |        |
|          | No. of Team Support Members                                                  |        |
|          | Whether comply with 2 hours of response time at Mumbai ?                     | Yes/No |
|          | Whether comply with 2 hours of response time at Hyderabad?                   | Yes/No |
|          | NB: Bidder may add if more than one support setup. All fields are mandatory. |        |

**Appendix-3d**

|                                                                        |                                                   |  |
|------------------------------------------------------------------------|---------------------------------------------------|--|
| <b>1</b>                                                               | <b>Customer Reference for Similar Contracts</b>   |  |
| <b>Sr.No.</b>                                                          | <b>Complete Address details with contact Nos.</b> |  |
| a                                                                      | Name of Client                                    |  |
| b                                                                      | Address of Client                                 |  |
|                                                                        | Address of Client                                 |  |
| c                                                                      | Email                                             |  |
| d                                                                      | Phone/Cell No.                                    |  |
| e                                                                      | Client's Official Name                            |  |
| f                                                                      | Client's Official Designation                     |  |
| g                                                                      | Client's official Cell Number                     |  |
| h                                                                      | No. of Team members                               |  |
| i                                                                      | Period - From                                     |  |
| j                                                                      | Period - To                                       |  |
| NB: Bidder may add if more than one support. All fields are mandatory. |                                                   |  |

## Client Certificate

## Appendix-3dd

This certificate is to be on the letter-head of the client

### To whom so ever it may concern

This is to certify that \_\_\_\_\_ [Name of Bidder] is providing **Hardware/Servers maintenance services** satisfactorily with the following details in our organisation:

|        |        |      |
|--------|--------|------|
| Period | From : | To : |
|--------|--------|------|

Our coordinates for further details in this regards is as under :

|                  |  |
|------------------|--|
| Name of Official |  |
| Designation      |  |
| Landline no      |  |
| Cell no          |  |
| Email Id         |  |
| Address          |  |
| Address          |  |

**Signature of the Client**

## Support team dealing with Maintenance of Hardware at Mumbai

Appendix-3e

| Sr.No | Name of Engineer | Cell No | email ID | Please specify :<br>Handling Hardware<br>Maintenance/ OS - Oracle<br>on Linux / Sun Solaris /<br>AIX 7.0 /RHEL/ Windows<br>2018 onwards | Professional Qualification | No. of years of experience |
|-------|------------------|---------|----------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|
| 1     |                  |         |          |                                                                                                                                         |                            |                            |
| 2     |                  |         |          |                                                                                                                                         |                            |                            |
| 3     |                  |         |          |                                                                                                                                         |                            |                            |
| 4     |                  |         |          |                                                                                                                                         |                            |                            |
| 5     |                  |         |          |                                                                                                                                         |                            |                            |
| 6     |                  |         |          |                                                                                                                                         |                            |                            |
| 7     |                  |         |          |                                                                                                                                         |                            |                            |
| 8     |                  |         |          |                                                                                                                                         |                            |                            |
| 9     |                  |         |          |                                                                                                                                         |                            |                            |
| 10    |                  |         |          |                                                                                                                                         |                            |                            |
| 11    |                  |         |          |                                                                                                                                         |                            |                            |
| 12    |                  |         |          |                                                                                                                                         |                            |                            |
| 13    |                  |         |          |                                                                                                                                         |                            |                            |
| 14    |                  |         |          |                                                                                                                                         |                            |                            |
| 15    |                  |         |          |                                                                                                                                         |                            |                            |
| 16    |                  |         |          |                                                                                                                                         |                            |                            |
| 17    |                  |         |          |                                                                                                                                         |                            |                            |
| 18    |                  |         |          |                                                                                                                                         |                            |                            |
| 19    |                  |         |          |                                                                                                                                         |                            |                            |
| 20    |                  |         |          |                                                                                                                                         |                            |                            |
| 21    |                  |         |          |                                                                                                                                         |                            |                            |
| 22    |                  |         |          |                                                                                                                                         |                            |                            |
| 23    |                  |         |          |                                                                                                                                         |                            |                            |
| 24    |                  |         |          |                                                                                                                                         |                            |                            |
| 25    |                  |         |          |                                                                                                                                         |                            |                            |
| 26    |                  |         |          |                                                                                                                                         |                            |                            |
| 27    |                  |         |          |                                                                                                                                         |                            |                            |
| 28    |                  |         |          |                                                                                                                                         |                            |                            |
| 29    |                  |         |          |                                                                                                                                         |                            |                            |
| 30    |                  |         |          |                                                                                                                                         |                            |                            |
| 31    |                  |         |          |                                                                                                                                         |                            |                            |



|    |  |  |  |  |  |  |
|----|--|--|--|--|--|--|
| 32 |  |  |  |  |  |  |
| 33 |  |  |  |  |  |  |
| 34 |  |  |  |  |  |  |
| 35 |  |  |  |  |  |  |
| 36 |  |  |  |  |  |  |
| 37 |  |  |  |  |  |  |
| 38 |  |  |  |  |  |  |
| 39 |  |  |  |  |  |  |
| 40 |  |  |  |  |  |  |
| 41 |  |  |  |  |  |  |
| 42 |  |  |  |  |  |  |
| 43 |  |  |  |  |  |  |
| 44 |  |  |  |  |  |  |
| 45 |  |  |  |  |  |  |
| 46 |  |  |  |  |  |  |
| 47 |  |  |  |  |  |  |
| 48 |  |  |  |  |  |  |
| 49 |  |  |  |  |  |  |
| 50 |  |  |  |  |  |  |

**Technical Specifications of IT-Assets covered under RFP located at  
Mumbai/Hyderabad**

**Appendix-4**

| Sr. No. | MAKE & MODEL  | CONFIGURATION                                                                                                                             | Asset Type | Service Type     | No |
|---------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|----|
| 1       | HP BL460C G7  | E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic FC HBA | Server     | AMC + Management | 1  |
| 2       | HP BL 460C G1 | E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic FC HBA | Server     | AMC + Management | 1  |
| 3       | HP BL 460C G7 | Intel HC Xeon X5650 x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay1                                       | Server     | AMC + Management | 1  |
| 4       | HP BL 460C    | HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB                                                       | Server     | AMC + Management | 1  |
| 5       | HP BL 460C G1 | E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic        | Server     | AMC + Management | 1  |
| 6       | HP SB 40C     | HP BLc SB40c Storage Blade with 6x HP 146GB 10k 2.5 SAS HP SP HDD                                                                         | Storage    | AMC + Management | 1  |
| 7       | HP BL 460C G1 | E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic        | Server     | AMC + Management | 1  |
| 8       | HP SB 40C     | HP BLc SB40c Storage Blade with 6x HP 146GB 10k 2.5 SAS HP SP HDD                                                                         | Storage    | AMC + Management | 1  |
| 9       | HP BL 460C G7 | Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay2                                        | Server     | AMC + Management | 1  |
| 10      | HP BL 460C G1 | E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic        | Server     | AMC + Management | 1  |
| 11      | HP BL 460C    | HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB                                                       | Server     | AMC + Management | 1  |
| 12      | HP BL 460C G7 | Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay3                                        | Server     | AMC + Management | 1  |
| 13      | HP BL 460C G7 | Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay9                                        | Server     | AMC + Management | 1  |
| 14      | HP BL 460C    | HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB                                                       | Server     | AMC + Management | 1  |
| 15      | HP BL 460C    | HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB                                                      | Server     | AMC + Management | 1  |
| 16      | HP BL2 220    | HP BL2x220c G6: 2x Quad Core Xeon L5530 @ (2.4 GHz, 2x6MB L2 Cache) ,24GB RAM ,250GB                                                      | Server     | AMC + Management | 1  |
| 17      | HP BL2 220    | HP BL2x220c G6: 2x Quad Core Xeon L5530 @ (2.4 GHz, 2x6MB L2 Cache) ,24GB RAM ,250GB                                                      | Server     | AMC + Management | 1  |
| 18      | HP BL 460C    | HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB                                                       | Server     | AMC + Management | 1  |
| 19      | HP SB 40C     | HP SB40C:with 146.8x6GB 3G 10k rpm,2.5" DP ENT SAS HDD                                                                                    | Storage    | AMC + Management | 1  |

|    |               |                                                                                                                                                       |        |                  |   |
|----|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------|---|
| 20 | HP BL 460C G7 | Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay10                                                   | Server | AMC + Management | 1 |
| 21 | HP BL 460C    | HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB                                                                | Server | AMC + Management | 1 |
| 22 | HP BL 460C    | HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB                                                                | Server | AMC + Management | 1 |
| 23 | HP BL 460C    | HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB                                                                  | Server | AMC + Management | 1 |
| 24 | HP BL 460C G7 | Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay 11                                                  | Server | AMC + Management | 1 |
| 25 | HP BL 460C    | HP BL460c G6: 2x Quad Core Xeon L5520 @ (2.27 GHz, 256MB L3 Cache) ,16GB RAM ,2 x 146GB                                                               | Server | AMC + Management | 1 |
| 26 | HP BL 460C    | HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB                                                                   | Server | AMC + Management | 1 |
| 27 | HP BL 460C    | HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB                                                                | Server | AMC + Management | 1 |
| 28 | HP BL 460C    | HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB                                                                | Server | AMC + Management | 1 |
| 29 | HP BL 460C    | HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB                                                                | Server | AMC + Management | 1 |
| 30 | HP BL 460C    | HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB                                                                | Server | AMC + Management | 1 |
| 31 | HP BL 280C    | HP BL280C G6:Quad Core Xeon L5520 @ (2.27 GHz, 256MB L3 Cache) ,8GB RAM ,2 x 146GB                                                                    | Server | AMC + Management | 1 |
| 32 | HP BL 280C    | HP BL280C G6:Quad Core Xeon L5520 @ (2.27 GHz, 256MB L3 Cache) ,4GB RAM ,2 x 146GB                                                                    | Server | AMC + Management | 1 |
| 33 | Dell          | Quad Core Intel Xeon ® E5405, 2x6MB Cache,1x6 HDD,2GB DDR2                                                                                            | Server | AMC + Management | 1 |
| 34 | HP            | Dual Core Intel Xeon E3065 Processor,Intel 3200 Chipset,2GB ECC DDR2 SDRAM, GB Server                                                                 | Server | AMC + Management | 1 |
| 35 | HP            | Dual Core Intel Xeon E3065 Processor,Intel 3200 Chipset,2GB ECC DDR2 SDRAM, GB Server                                                                 | Server | AMC + Management | 1 |
| 36 | HP DL 380 G7  | Intel 2x6Core X5675@3.06GHZ,48GB DDR3 RAM,2x300GB,10x600GB SAS,RHEL6.0 1-Year                                                                         | Server | AMC + Management | 1 |
| 37 | HP DL 380     | Rack Mount / Dual Processor capable / Intel E7520 Chipset / Dual / Intel Xeon 3.0 GHz / 800 MHz FSB / 1MB L2 Cache / 6GB DDR2 400 MHz RAM Scalable to | Server | AMC + Management | 1 |
| 38 | IBM X3550 M3  | 2xIntel Quadcore Xeon E5606,16GB DDR3 RAM,6x300GB SAS2,4xGB NIC, RHEL 6 -64 bit                                                                       | Server | AMC + Management | 1 |

|    |                    |                                                                                                                                                                                                                         |                |                  |    |
|----|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|----|
| 39 | IBM X3550 M3       | 2xIntel Quadcore Xeon E5606,16GB DDR3 RAM,2x300GB SAS2,4xGB NIC,Windows 2008 R2 64-bit                                                                                                                                  | Server         | AMC + Management | 1  |
| 40 | HP DL 380 G5       | ProLiant DL380G5(1) Dual-Core Intel Xeon 5140 Processor (2.33 GHz, 1333 FSB)/4MB (1 x 4MB) Level 2 cache/2 GB (2 x 1 GB) PC2-5300 Fully Buffered                                                                        | Server         | AMC + Management | 1  |
| 41 | Alteon             | Annual, 7x24 phone support,Feature & Maintenance Releases,RMA NBD for AppDirector1016/ODS2/4GB/HDD/RoHS with App Director xx08, xx04, xx16 - SSL Acceleration - Upgrade from 500 CPS to 2,000 SSL CPS - Software Option | Load Balancer  | AMC + Management | 1  |
| 42 | Alteon             | Annual, 7x24 phone support,Feature & Maintenance Releases,RMA NBD for AppDirector1016/ODS2/4GB/HDD/RoHS with App Director xx08, xx04, xx16 - SSL Acceleration - Upgrade from 500 CPS to 2,000 SSL CPS - Software Option | Load Balancer  | AMC + Management | 1  |
| 43 | C7000 Blade Chasis | 1PH 2PSU 4 FAN CE KIT                                                                                                                                                                                                   | Chasis         | AMC + Management | 1  |
| 44 | C7000 Blade Chasis | 1PH 2PSU 4 FAN CE KIT                                                                                                                                                                                                   | Chasis         | AMC + Management | 1  |
| 45 | EMC VNXe3100 Stor  | 6x2TB NL-SAS HDD , 2x8GB Cache per controller                                                                                                                                                                           | Storage        | AMC + Management | 1  |
| 46 | C7000 Blade Chasis | 1PH 2PSU 4 FAN CE KIT                                                                                                                                                                                                   | Chasis         | AMC + Management | 1  |
| 47 | EMC VNX5300 Stora  | 300GBX45 SAS ,2TBX9 NLSAS,200GBXSSD(SATA FLASH )                                                                                                                                                                        | Storage        | AMC + Management | 1  |
| 48 | SunFire X4170      | P 4Core 2 Processor                                                                                                                                                                                                     | Server         | AMC + Management | 1  |
| 49 | SunFire X4150      | P 4Core 2 Processor                                                                                                                                                                                                     | Server         | AMC + Management | 1  |
| 50 | SunFire X4150      | P 4Core 2 Processor                                                                                                                                                                                                     | Server         | AMC + Management | 1  |
| 51 | SunFire X4150      | P 4Core 2 Processor                                                                                                                                                                                                     | Server         | AMC + Management | 1  |
| 52 | SunFire X4150      | P 4Core 2 Processor                                                                                                                                                                                                     | Server         | AMC + Management | 1  |
| 53 | SunFire X4150      | P 4Core 2 Processor                                                                                                                                                                                                     | Server         | AMC + Management | 1  |
| 54 | SunFire X4150      | P 4Core 2 Processor                                                                                                                                                                                                     | Server         | AMC + Management | 1  |
| 55 | X 4170 Server      | P 4Core 2 Processor                                                                                                                                                                                                     | Server         | AMC + Management | 1  |
| 56 | HP DL 380 R04      | P 4Core 2 Processor - ProLiant - DL 380                                                                                                                                                                                 | Server         | AMC + Management | 1  |
| 57 | HP DL 380 R04      | P 4Core 2 Processor - ProLiant - DL 380                                                                                                                                                                                 | Server         | AMC + Management | 1  |
| 58 | HP DL 360 G7       | Intel 2xE5645(2.4 GHZ) HC32GB RAM2x600GB SAS2 HDDDVD256MB I3                                                                                                                                                            | Server         | AMC + Management | 1  |
| 59 | HP DL 360 G7       | Intel 4xE7520(1.87 GHZ) QC48GB RAM8x900GB SAS2 HDDDVD256MB I3                                                                                                                                                           | Server         | AMC + Management | 1  |
| 60 | HP DL 360 G7       | Intel 2xE5645(2.4 GHZ) HC32GB RAM3x600GB SAS2 HDDDVD256MB I3                                                                                                                                                            | Server         | AMC + Management | 1  |
| 61 | HP DL 360 G7       | Intel 2xE5645(2.4 GHZ) HC32GB RAM2x600GB SAS2 HDDDVD256MB I3<br>CacheRPS4 NICs                                                                                                                                          | Server         | AMC + Management | 1  |
| 62 | HP DL 360 G7       | Intel 4xE7520(1.87 GHZ) QC48GB RAM8x900GB SAS2 HDDDVD256MB I3<br>CacheRPS4 NICs                                                                                                                                         | Server         | AMC + Management | 1  |
| 63 | HP DL 360 G7       | Intel 2xE5645(2.4 GHZ) HC32GB RAM3x600GB SAS2 HDDDVD256MB I3<br>CacheRPS4 NICs                                                                                                                                          | Server         | AMC + Management | 1  |
| 64 | Virtual Server     | Windows Virtual Servers                                                                                                                                                                                                 | Virtual Server | Management       | 51 |
| 65 | Virtual Server     | Non Windows Servers                                                                                                                                                                                                     | Virtual Server | Management       | 26 |

Appendix 4-2

|   | <b>Evaluation Matrix<br/>(Based on the details/documents provided in Eligibility Criteria)</b>   | <b>Marks</b> | <b>Scoring<br/>Marks</b> |
|---|--------------------------------------------------------------------------------------------------|--------------|--------------------------|
| 1 | Average Annual Turnover last three years                                                         |              |                          |
|   | >= 10 crores and < 15 crores                                                                     | 5            |                          |
|   | >= 15 crores and <20 crores                                                                      | 15           |                          |
|   | >= 20 crores and above                                                                           | 20           |                          |
| 2 | Support Centres / Offices in India                                                               |              |                          |
|   | Support Center in Mumbai                                                                         | 10           |                          |
|   | Support Center in Mumba and Hyderabad                                                            | 20           |                          |
| 3 | Customer references for similar projects in Scheduled Commercial Banks in India                  |              |                          |
|   | =2                                                                                               | 10           |                          |
|   | >2 and <=3                                                                                       | 15           |                          |
|   | >=4                                                                                              | 20           |                          |
| 4 | Support team dealing with Maintenance of Hardware at Mumbai having experience of Minimum 3 years |              |                          |
|   | =10 resources                                                                                    | 10           |                          |
|   | >10 and <=20                                                                                     | 15           |                          |
|   | >20                                                                                              | 20           |                          |
| 5 | Bidder's experience in providing Similar support in years                                        |              |                          |
|   | =3                                                                                               | 10           |                          |
|   | >= 4 and < 5                                                                                     | 15           |                          |
|   | >= 6 and above                                                                                   | 20           |                          |
|   | <b>Total Marks [Maximum 100 marks]</b>                                                           |              | 0                        |

**Bidder Details****Appendix - 5**

|   |                                                                                |  |
|---|--------------------------------------------------------------------------------|--|
| 1 | Name of the Company / Firm                                                     |  |
| 2 | Date of Incorporation and / or commencement of business                        |  |
| 3 | Certificate of incorporation                                                   |  |
| 4 | Address of Registered Office                                                   |  |
| 5 | Brief description of the Bidder including details of its main line of business |  |
| 6 | Company website URL                                                            |  |
| 7 | PAN Number                                                                     |  |
| 8 | GST Number                                                                     |  |
| 9 | Particulars of the Authorized Signatory of the Bidder                          |  |
|   | a. Name                                                                        |  |
|   | b. Designation                                                                 |  |
|   | c. Address                                                                     |  |
|   | d. Phone Number (Landline)                                                     |  |
|   | e. Mobile Number                                                               |  |
|   | h. Email Address                                                               |  |

|               |
|---------------|
| Scope of Work |
|---------------|

|                   |
|-------------------|
| Table of Contents |
|-------------------|

|                                                                                   |    |
|-----------------------------------------------------------------------------------|----|
| 1. Specifications, Performance Standards, and Functional Requirements :           | 2  |
| 2. Performance and Monitoring: .....                                              | 4  |
| 3. Disk management:.....                                                          | 4  |
| 4. Performance Requirements.....                                                  | 4  |
| 5. Configuration/Patch Management: .....                                          | 5  |
| 6. Server Security: .....                                                         | 5  |
| 7. System backup: .....                                                           | 5  |
| 8. Server Virtualization using Hyper –V/Hypervisor technology:.....               | 6  |
| 9. Overall Systems Health Monitoring: .....                                       | 6  |
| 10. Daily Systems Operations Management:.....                                     | 6  |
| 11. In addition, the bidder will be required to deliver the following also: ..... | 6  |
| 12. Incident Management : .....                                                   | 7  |
| 13. IT Governance:.....                                                           | 7  |
| 14. DR Drill: .....                                                               | 7  |
| 15. Closure of observations : .....                                               | 7  |
| 16. Compliance with Bank's IS Security policy .....                               | 8  |
| 17. Preventive maintenance .....                                                  | 8  |
| 18. Patch / Upgrade Management :.....                                             | 8  |
| 19. Onsite Service Engineer requirement : .....                                   | 9  |
| 20. Shift Timing and its terms: .....                                             | 10 |
| 21. Documentation: .....                                                          | 11 |
| 22. Terms related to resources:.....                                              | 11 |
| 23. Miscellaneous :.....                                                          | 13 |

## 1. Specifications, Performance Standards, and Functional Requirements:

The Bank is looking for a bidder who should provide the following services:

- a) Onsite comprehensive AMC and management for all the hardware components including free replacement of spares, parts, kits as and when necessary during the term of the contract for 36 months from date of contract.
- b) Onsite management for virtual servers during the term of the contract for 36 months from date of contract.
- c) Comprehensive on-site maintenance support 24X7X365 for the hardware equipment/ components/ software of the Hardware as per Appendix-4 for a period of three years at the deployed place where the systems and software have been installed and operationalized, as per the Bank's requirements.
- d) Three resident service/support Engineers at On-site should be posted at SBGITC, Belapur office and as and when required at DR Site at Hyderabad to provide service support including OS maintenance, patching, troubleshooting and software support troubleshooting for the whole ATM hardware infrastructure including Servers, Storages, load balancers different OEMs including DELL, HP, EMC, Fujitsu etc.
- e) Comprehensive Maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of software etc. when required and in the event of system crashes/malfunctioning, arranging configuring and conferencing facility as per the requirement of the Bank, fine tuning, system monitoring, log maintenance, replacement of the faulty hardware component etc.
- f) In case of failure of hardware, system software the vendor shall ensure that system is made operational to the full satisfaction of the Bank within the defined CTR (call to repair) period.
- g) Engineer shall also co-ordinate with third party vendors for Server maintenance.
- h) Bank shall intimate to the selected bidder from time to time any addition or removal of equipment/IT-Assets for inclusion or exclusion in the Annual Maintenance Contract. AMC/Management Rate of the addition of IT-Asset shall be as under which shall be paid proportionately:

| Hardware               | Rate                                                        |
|------------------------|-------------------------------------------------------------|
| Virtual Widows Servers | As per the rate discovered through Reverse Auction item C-1 |
| Virtual Non-Windows    | As per the rate discovered through                          |



|                    |                                |
|--------------------|--------------------------------|
| Servers            | Reverse Auction item C-2       |
| Any other IT-Asset | 8 % p.a. on the purchase cost. |

- i) The Bank would have the right to:
- Shift supplied systems to an alternative site of its choice.
  - Disconnect / connect / substitute peripherals or devices or any equipment / software acquired from another service provider.
  - Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the service provider, or another service provider, or developed in-house.
- j) In the event of system break down or failures at any stage, availability of protection, shall be ensured through the following:
- Diagnostics for identification of systems failures
  - Protection of data/ Configuration
  - Recovery/ restart facility
  - Backup of system software/ Configuration
  - Sharing of RCA.
- k) To ensure continuous availability of all the applications and hardware 24 x 7 x 365 , the onsite support engineers needs to manage all the hardware inventory .
- l) Future additions of Hardware / Software:
- m) SBI would have the right to:-
- a) Shift the supplied system to an alternate site of its choice
  - b) Disconnect/connect/substitute peripherals such as printer, 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.
  - d) Annual Maintenance Contract in respect of hardware under warranty period will take effect immediately after the expiry of the warranty period.
  - e) Data restoration after replacement of peripherals would be done under AMC.

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.

## **2. Performance and Monitoring:**

- Utilization of CPU, Memory, Systems log monitoring, Processes monitoring, kernel parameter tuning, Network parameter tuning.
- System hardware health checking and reporting.
- Generate incident ticket upon defined threshold violation.
- Performance Tuning of the System at the OS Level.

## **3. Disk management:**

- Disk space monitoring and optimization, Space allocation, Disk space cleanup.

## **4. Performance Requirements**

- AMC for Hardware Components: Onsite comprehensive AMC for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of contract
- 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.
- On-site comprehensive AMC: The AMC would be on-site and on-call 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 issuance of the Purchase Order. The vendor will provide support for Operating Systems/ firmware and other preinstalled software components during the contract 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.
- 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.
- 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.

- However if Bank desires to shift the equipment to a new site and install it 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 and binding on the VENDOR.
- 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.
- Future additions of Hardware / Software: Bank has right to change the place of service in future within India with 3 months advance notice.
- The bidder must have ability to address any issue with the hardware and OS/firmware out of items mentioned in Appendix -4.
- The bidder must provide root cause analysis on issues reported and support tickets.
- Engineers, apart from those on-site must comply with the response time of 30 minutes from the receipt of complaint/issue.
- The maximum resolution time is 60 Minutes
- Total resolution time including response time will be 90 Minutes

#### **5. Configuration/Patch Management:**

- User access, server configuration, Firmware upgrade, patching.
- Management and testing, TCP/IP Network configuration.
- Proactive deployment of OS service packs & critical OS/Security patches.
- Testing of Patches & Hot fixes & deployment the same in production environments for O/S.
- Bidder should provide and implement patches / upgrades / updates for Hardware / Software / OS / Middleware etc as and when released by the OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all release /version change.
- Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
- Bidder has to support older versions of the software / Hardware / OS/ Middleware etc in case the Bank chooses not to upgrade to latest version.

#### **6. Server Security:**

- Security settings, Server hardening, vulnerability assessment, Server access control.
- Follow agreed security policy remote logins & access policy.
- Coordinate with Bank's Anti-Virus team for updation, reporting and monitoring.

#### **7. System backup:**

- Tape backup/restoration, boot backup/restoration.

- Perform System backup operation as per backup strategy.
- Label media for identification & retrieval.
- Maintain System backup log .
- Restore data as per request from SBI.

**8. Server Virtualization using Hyper –V/Hypervisor technology:**

- Health Monitoring of all the ESX Servers along with Virtual Machines.
- To allocate /monitor the Resource utilization by Virtual Machines after the permission and recommend for the upgradation if any.
- Creation of the New Virtual Machines if required after permission.
- To help in overall management/maintenance of the VMWARE Environment.

**9. Overall Systems Health Monitoring:**

- Coordinate with DBA for Managing and monitoring data replication.
- Manage recovery of environment in case of disaster.
- Coordination with Network & Application management team.
- Escalating the issues internally and externally as per the escalation matrix to the application owners of the Servers.
- Trouble shooting the issues and recommendations of preparing fixes to the concerned team.
- Coordinating with respective vendor for Solaris and AIX systems related issues.

**10. Daily Systems Operations Management:**

- Daily monitoring of System (System connectivity, Disk Space, CPU & memory utilization).
- Troubleshooting of System OS problems.
- Monitoring of Event logs.
- Allocation of disk space to users.
- Management of System Directory structure.
- Perform daily check list.
- Management of the Thin Client Nodes as well as Thin Client Servers.

**11. In addition, the bidder will be required to deliver the following also:**

- Ensuring 99.5% uptime for the servers.
- Suggesting Bank the upgradation required in software/hardware well in time and help in capacity planning on ongoing basis.

## **12. Incident Management :**

- The selected vendor should ensure the incident management process to prevent disruption to the application, along with resulting incidents.
- Eliminating recurring of incidents.
- Identifying the root cause of service interruptions and proposing permanent fixes to eliminate this cause.
- Submitting a request for change that will implement the fix.
- Offering a temporary work around for the problem.
- Overall system health monitoring with alerts and escalations.

## **13.IT Governance:**

- The selected vendor should put in a process of review framework at various levels using a combination of structured review meetings, scheduled status reports as well as need based interactions:
- Follow the defined escalation matrix to facilitate notifications to concerned officials at right time. Incident report to be submitted within 1 working day with corrective action plan or action taken.
- Put up weekly/fortnightly/monthly performance reports sharing the following areas:
- Production incidences happened during the period and preventive action taken.
- Status and plan for key issues.
- Systems health, issues & resolutions and activities carried out during the period.
- Provide the outage during the period and reconciliation with the outage report.

## **14.DR Drill:**

- The vendor should ensure that in the event of failure of primary site, the DR site at Hyderabad or any other location decided by the Bank should immediately take up and start functioning.
- The selected vendor should conduct periodical DR drills in consultation with Bank and also synchronize with Bank's DR Drill activity of various other projects. A suitable notification with time schedule should be made known to SBI as per the escalation matrix for their preparedness.

## **15. Closure of observations :**

Promptly Compliance and closure of any observation(s)/finding(s)/recommendation(s)/Query(ies)/Advisories of any Audit/Concurrent-Audit/Management Audit/Information Security Audit/External Audit/Inspection and Management Audit or IT Risk Management or IT Compliance or Information Security Department of Bank//PSS-Act/Comprehensive Security Review/RBI/IBA/GOI /SOC Observations-Alerts-VA-PT/any regulatory authority etc.

which shall be advised from time to time by the Bank to the selected bidder in respect of Solutions provided and Solutions setup.

The bidder should provide maintenance services so as to comply with various regulatory and compliance requirements. I.e. Compliance with IS policy of the bank and PCIDSS certification.

Upgradation of latest firmware/operating systems, installation of operating system patches/ emergency security patches for the hardware in scope.

#### **16. Compliance with Bank's IS Security policy**

- Compliance as per Bank's IS Security policy and not limited to below:
- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Responsibilities on implementation of secure configuration documents.
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- Physical Security of the facilities
- Physical and logical separation from other customers of the Vendor
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/Protection requirement of the Bank
- Compliance of PCIDSS certification requirements
- Data Encryption/Protection requirement of the Bank
- Compliance of PCIDSS certification requirements

#### **17. 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 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.

#### **18. Patch / Upgrade Management :**

Bidder should provide and implement all patches / upgrades / updates for Operating System/firmware/middleware/Agents/Hardware/software/Security

patches etc. as and when released by the Vendor/ respective OEMs during the annual maintenance contract without any additional cost to the Bank. Bidder should bring to notice of the Bank all release /version change. Periodical updates should be carried out in consultation with the Bank.

**19. Onsite Service Engineer requirement:**

| Grade                         | No. of Resources |
|-------------------------------|------------------|
| Professional Service Engineer | Three            |

**Qualification/Experience/Skills of the resident professionally qualified personnel:**

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Min Educational Qualification           | <ul style="list-style-type: none"> <li>The Engineer should have minimum qualification of Bachelor's degree or Diploma in Computer Science or Information Technology or Electronics or Engineering in Computer Science/IT</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Mandatory Technical skills/requirements | <p>Resource 1: Windows</p> <ul style="list-style-type: none"> <li>Windows 2008/2012 OS Administrator (L1) with at least 3 relevant experience.</li> <li>Knowledge of server hardware &amp; troubleshooting including Blade server with at least 3 years' experience</li> <li>At least 3 years of experience with analyzing logs and determining maintenance.</li> <li>Experience in handling the VA-PT.</li> </ul> <p>Resource 2: Non-Windows</p> <ul style="list-style-type: none"> <li>Linux/AIX/RHEL/Oracle Linux OS Administrator (L1) with at least 3 relevant experience.</li> <li>Knowledge of server hardware &amp; troubleshooting including Blade/Solaris/ server and Storage with at least 3 years' experience</li> <li>At least 3 years of experience with analyzing logs and determining maintenance.</li> <li>Experience in handling the VA-PT.</li> </ul> |



|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | <p>Resource 3: VA-PT Specialist</p> <ul style="list-style-type: none"> <li>• 3 Years of experience in mitigation of vulnerability and penetration testing.</li> <li>• Should well versed in research and maintain proficiency in computer network exploitation, tools, techniques, countermeasures and trends in computer vulnerability, data hiding, network security and encryption.</li> </ul>                                                                           |
| Special skills / requirements    | <ul style="list-style-type: none"> <li>• Should have very good Troubleshooting skills on Windows 2008/2012 and Active Directory.</li> <li>• Should have hands on experience on Backup/recovery tool &amp; related hardware.</li> <li>• Strong analytical, problem solving &amp; organizational abilities.</li> <li>• Responsible for troubleshooting incident such as Active Directory , DHCP, Thin client/Terminal Server, Group Policy, &amp; backup recovery.</li> </ul> |
| Soft skills                      | <ul style="list-style-type: none"> <li>• Excellent verbal and written communication skills.</li> <li>• Soft-spoken with all stake holders.</li> <li>• Team Player &amp; Proactive in nature</li> <li>• Multitasking Ability and adhere to process &amp; policies</li> </ul>                                                                                                                                                                                                 |
| Additional relevant info, if any | <ul style="list-style-type: none"> <li>• Additional OS like Linux/Unix troubleshooting skills is preferred.</li> <li>• Knowledge of ITIL best practices.</li> <li>• Knowledge of IPv6</li> </ul>                                                                                                                                                                                                                                                                            |

- Documentary proof in respect of the Qualification and Experience of Support Engineers to the satisfaction of SBI authorities would be submitted before execution of the contract.

## 20. Shift Timing and its terms:

Bank's ATM Switch Center functions on 24 x 7 basis requiring constant monitoring and troubleshooting activity in respect of all the products and infrastructure. Though the applications running on Windows and Linux systems are of critical nature, it is assumed that the physical presence of the professionally qualified personnel at site (IT-ATM Department, SBIGITC, CBD Belapur) during the following shift timings, as defined in the this RFP :



| Period        | Timings             | No. of resource |
|---------------|---------------------|-----------------|
| Shift I       | 8.00 AM to 4.30 PM  | One             |
| Shift II      | 1.00 PM to 9.30 PM  | One             |
| General Shift | 10.00 AM to 6.30 PM | One             |

- The resources should be available at the desk except permissible half an hour recess per shift.
- Shift timings above are subject to change as per Bank's requirement.
- Working days 6 days a week i.e. Monday to Saturday without any Bank's Holiday. Sunday is considered as a Holiday.
- Service Provider to arrange for the Professional Service engineer beyond the agreed shift hours and on Sunday if required by the Bank under the following circumstances without any additional cost to the Bank:
  - Emergency / moving from PR to DR and vice a versa.
  - Activities to be carried out.
  - Troubleshooting the incident/disruption with a view to provide resolution and keep system up and running.
- The bidder shall substitute onsite resource in case of any leave/absence.

## **21. Documentation:**

- a) The service provider shall furnish the RCA (Root Cause Analysis) for any incident or as demanded by the Bank.
- b) The service provider should have a ticketing system to log calls with the facility to provide a consolidated list of all the tickets and incidents solved along with the details like steps taken, issue log time, issue resolution time.

## **22. Terms related to resources:**

- 22.1. The Bank reserves the right to change (increase / decrease) the number of resources as per the requirements of the Bank from time to time with a notice of 30 days and will pay for only those resources required by the Bank at the Bank's Support Site. Selected Bidder to arrange for the resources on Sunday if required by the Bank.
- 22.2. Bidder should ensure the vendor's key personnel with relevant skill are always available to the Bank and ensure the professional standard, quality and timely delivery of services.
- 22.3. Escalation process should be in place for unresolved issues.

- 22.4. Segregation of duties in the support and administration of the Infrastructure is required to be implemented.
- 22.5. Deliver the services within the TAT : Time taken to fix the problem.
- 22.6. Selected bidder will have to provide the resources with the required qualification and experienced required by the Bank as given above.
- 22.7. The SELECTED BIDDER would provide detailed bio-data of all the resources deployed at SBI site to the bank. Bank/consultant appointed by the bank will interview the resources proposed by SELECTED BIDDER and resources acceptable to the Bank only will be permitted to work at the Bank's premises. Further, it's discretion of the Bank to stop allowing the resources in case subsequently not found productive and SELECTED BIDDER needs to arrange for its immediate replacement, in case Bank requires.
- 22.8. Bank reserves the right to interview all the staff including Project Leader to be deployed for support services at Bank's DC and DR and reject if not found suitable for the project. At a later stage, also if any of the staff are found unsuitable or any of the staff violates any of the Bank guidelines, Bank may seek removal of all such staff.
- 22.9. Vendor is required to obtain prior permission from the Bank before removing any of the staff from the project.
- 22.10. The vendor shall have the right to replace the specific person(s) who are equally competent and qualified but Bank will retain the right to set reasonable conditions on its acceptance of such replacement(s).
- 22.11. Bank expects to build a strong team and there should be no single point of dependency on any one individual. Bank's services should always remain immune to any such dependencies. Bank expects staff to constantly keep upgrading their skills.
- 22.12. The staff's skills, experience, certification and competence in Hardware, OS, and all other components involved in the Solution and software product specialists will impact on quality of delivery for the services. Hence, Bidder should ensure deployment of academically good, technically sound, experienced and competent personnel for support Services at the bank's sites
- 22.13. Selected Bidder should be willing to transfer skills to relevant Banking Personnel and endpoint suppliers by means of training and documentation.
- 22.14. As soon as Bank adopts a newer version of an existing technology or a new technology altogether Bank expects the existing staff working in the project to get certified on the same. Or the vendor should arrange for the additional resources with requisite qualifications/certifications.
- 22.15. All the staff are required to abide by the Bank's acceptable usage policy and Bank's access rules.
- 22.16. Bidder to submit the Police verification report in respect of staff.
- 22.17. The confidentiality and integrity of the data and information in the Solution must be ensured at all times. Any incident of compromise shall attract highest penalty and other punitive actions by the Bank. Selected bidder must give utmost comfort to the Bank on the said aspects.

- 22.18. Bank should be provided with a dedicated and exclusive team.
- 22.19. A detailed shift roster should published at the start of the month in consultation with the Bank.
- 22.20. The Selected bidder shall be responsible for compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923, and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time.
- 22.21. Entire scope of work and other actionable / deliverables / compliance mentioned in the RFP shall be achieved within the commercials arrived at in the Reverse Auction.

### **23. Miscellaneous :**

#### **23.1. Annual Review of the Contract :**

- 23.1.1. SLA, total number of resources to be deployed would be reviewed annually based upon the following parameters:
- 23.1.2. Changes in regulatory guidelines leading to changes in TAT or service levels.
- 23.1.3. Spurt / decline in the volume of the work expected to be attended to by the bidder.
- 23.1.4. Problems related to the services
- 23.1.5. Emergence of new service trends
- 23.1.6. Changes to monitoring or reporting procedures
- 23.1.7. Action taken for improvement.

#### **23.2. Operating framework to the Services :**

- 23.2.1. For every line of service, a process would be defined which would be followed by the bidder resources while carrying out their duties.
- 23.2.2. For defining the process, a committee, consisting of representatives from the bank and the bidder would be constituted. This committee would define things like process for each activity, workflow, SLAs, SOP, escalation matrix etc.
- 23.2.3. The bidder resources would follow the process laid down by the bank.

23.3. IT Security Related :

- 23.3.1. Responsibilities for data and application privacy and confidentiality
- 23.3.2. Responsibilities on system and software access control and administration
- 23.3.3. Custodial responsibilities for data, software, hardware and other assets of the Bank being used to deploy new patches.
- 23.3.4. Incident response and reporting procedures
- 23.3.5. Physical Security of the facilities.
- 23.3.6. Password Policy of the Bank
- 23.3.7. Data Encryption/Protection requirement of the Bank
- 23.3.8. Audit logs collected should be reported to Bank and also implementation team should use analytical tool for quick response.
- 23.3.9. Vendor to support closure of observations stipulated by Security / Regulatory compliance / Various Audits internal and external observations compliance / SOC (Security Operation Centre) alerts closure relating Vulnerabilities and penetration.

Security requirement of the Bank will be shared with the successful bidder.

Note: Above parameters are illustrative. More parameters not mentioned above may be required to be monitored \ assessed \ analysed.

\*\*\*\*\*

## Indicative Commercial Bid

## Appendix-7

| Sr. No | Sub-No | Details                                                                                                                                                                               | Unit Rs.   Month   Qty | Unit Rate (Rs.) | Period Months | Quantity | Amount (INR) | Proportion to Total Cost (%) |
|--------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------|---------------|----------|--------------|------------------------------|
| A      |        | <b>Onsite Resources Support</b>                                                                                                                                                       |                        |                 |               |          |              |                              |
| A      | 1      | Professional Service Engineers                                                                                                                                                        | Rs.   Month   No       | 0               | 36            | 3        | 0            | #DIV/0!                      |
| B      |        | <b>Annual Maintainance and closure of observations, Patch/Upgrade Management</b>                                                                                                      |                        |                 |               |          |              |                              |
| B      | 1      | Server-HP BL460C G7-E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic FC HBA                         | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 2      | Server-HP BL 460C G1-E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic FC HBA                        | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 3      | Server-HP BL 460C G7-Intel HC Xeon X5650 x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay1                                                              | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 4      | Server-HP BL 460C-HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB internal SFF SAS,2 x Integrated Gigabit Network Ports                           | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 5      | Server-HP BL 460C G1-E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic FC HBA                        | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 6      | Storage-HP SB 40C-HP BLc SB40c Storage Blade with 6x HP 146GB 10k 2.5 SAS HP SP HDD                                                                                                   | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 7      | Server-HP BL 460C G1-E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic FC HBA                        | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 8      | Storage-HP SB 40C-HP BLc SB40c Storage Blade with 6x HP 146GB 10k 2.5 SAS HP SP HDD                                                                                                   | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 9      | Server-HP BL 460C G7-Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay2                                                               | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 10     | Server-HP BL 460C G1-E54051G1p,QuadCore Intel Xeon Processor E5405(2.0 GHZ) 1333 MHZ FSB,80W,2x6MB L2 Cache,2x2GB FBD PC2,2x146GB SAS HDD,HP BLc Qlogic FC HBA                        | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 11     | Server-HP BL 460C-HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA. | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 12     | Server-HP BL 460C G7-Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay3                                                               | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 13     | Server-HP BL 460C G7-Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay9                                                               | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |
| B      | 14     | Server-HP BL 460C-HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA. | Rs.   Month   No       | 0               | 36            | 1        | 0            | #DIV/0!                      |

## Indicative Commercial Bid

## Appendix-7

| Sr. No | Sub-No | Details                                                                                                                                                                                                                  | Unit<br>Rs.   Month   Qty | Unit Rate<br>(Rs.) | Period<br>Months | Quantity | Amount<br>(INR) | Proportion to Total Cost (%) |
|--------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------|------------------|----------|-----------------|------------------------------|
| B      | 15     | Server-HP BL 460C-HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA.                                | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 16     | Server-HP BL2 220-HP BL2x220c G6: 2x Quad Core Xeon L5530 @ (2.4 GHz, 2x6MB L2 Cache) ,24GB RAM ,250GB<br>internal SATA,2 x Integrated Gigabit Network Ports,3 years onsite comprehensive warranty.                      | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 17     | Server-HP BL2 220-HP BL2x220c G6: 2x Quad Core Xeon L5530 @ (2.4 GHz, 2x6MB L2 Cache) ,24GB RAM ,250GB<br>internal SATA,2 x Integrated Gigabit Network Ports,3 years onsite comprehensive warranty.                      | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 18     | Server-HP BL 460C-HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA.                                 | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 19     | Storage-HP SB 40C-HP SB40C:with 146.8x6GB 3G 10k rpm,2.5" DP ENT SAS HDD                                                                                                                                                 | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 20     | Server-HP BL 460C G7-Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay10                                                                                                 | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 21     | Server-HP BL 460C-HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA.                              | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 22     | Server-HP BL 460C-HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA.                              | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 23     | Server-HP BL 460C-HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA,3 Years onsite comprehensive    | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 24     | Server-HP BL 460C G7-Intel HC Xeon X5650x2 2.66GHzx2,64GB DDRIII ,2x300GB HDD,Qlogic 8Gb FC HBA Card, ESX 5.0 OS , Bay 11                                                                                                | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 25     | Server-HP BL 460C-HP BL460c G6: 2x Quad Core Xeon L5520 @ (2.27 GHz, 256MB L3 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA,3 Years onsite comprehensive | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 26     | Server-HP BL 460C-HP BL460c: 2x Quad Core Xeon L5410 @ (2.33 GHz, 2x6MB L2 Cache) ,8GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA.                                 | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |

## Indicative Commercial Bid

## Appendix-7

| Sr. No | Sub-No | Details                                                                                                                                                                                     | Unit<br>Rs.   Month   Qty | Unit Rate<br>(Rs.) | Period<br>Months | Quantity | Amount<br>(INR) | Proportion to Total Cost (%) |
|--------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------|------------------|----------|-----------------|------------------------------|
| B      | 27     | Server-HP BL 460C-HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA. | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 28     | Server-HP BL 460C-HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA. | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 29     | Server-HP BL 460C-HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA. | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 30     | Server-HP BL 460C-HP BL460cG6: 2x Quad Core Xeon L5520 @ (2.26 GHz, 2x6MB L2 Cache) ,16GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,1x Dual port 4 GB FC HBA. | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 31     | Server-HP BL 280C-HP BL280C G6:Quad Core Xeon L5520 @ (2.27 GHz, 256MB L3 Cache) ,8GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,3 Years onsite comprehensive  | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 32     | Server-HP BL 280C-HP BL280C G6:Quad Core Xeon L5520 @ (2.27 GHz, 256MB L3 Cache) ,4GB RAM ,2 x 146GB<br>internal SFF SAS,2 x Integrated Gigabit Network Ports,3 Years onsite comprehensive  | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 33     | Server-Dell-Quad Core Intel Xeon ® E5405, 2x6MB Cache,1x6 HDD,2GB DDR2 RAM,CDRW/DVD Combo<br>24x ,Windows 2003 R2 SP2 Storage Server OS,DRAC5i card                                         | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 34     | Server-HP-Dual Core Intel Xeon E3065 Processor,Intel 3200 Chipset,2GB ECC DDR2 SDRAM, GB Server<br>Adaptor,DVD writer,250GB 3G SATA,Windows XP, 3 Years Onsite Warranty                     | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 35     | Server-HP-Dual Core Intel Xeon E3065 Processor,Intel 3200 Chipset,2GB ECC DDR2 SDRAM, GB Server<br>Adaptor,DVD writer,250GB 3G SATA,Windows XP, 3 Years Onsite Warranty                     | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 36     | Server-HP DL 380 G7-Intel 2x6Core X5675@3.06GHZ,48GB DDR3 RAM,2x300GB,10x600GB SAS,RHEL6.0 1-Year<br>Subscription & Software Tech. Support and 3 Years Onsite Comprehensive Warranty.       | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |



## Indicative Commercial Bid

## Appendix-7

| Sr. No | Sub-No | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Unit<br>Rs./Month/Qty | Unit Rate<br>(Rs.) | Period<br>Months | Quantity | Amount<br>(INR) | Proportion to Total Cost (%) |
|--------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------|------------------|----------|-----------------|------------------------------|
| B      | 37     | Server-HP DL 380-Rack Mount / Dual Processor capable / Intel E7520 Chipset / Dual / Intel Xeon 3.0 GHz / 800 MHz FSB / 1MB L2 Cache / 6GB DDR2 400 MHz RAM Scalable to minimum 12GB with atleast 6 Memory Slots / 6 x 72GB Hotswap Ultra 320 SCSI 10K RPM Hard Disks / 1.44MB FDD / Combo Drive / Integrated Dual Channel Ultra 320 SCSI Controller for RAID 0 and RAID 1 Support / Gigabit Ethernet Card / 1+1 Hot Plug RPS / Minimum 5 PCI slots / 6 Hotswap HDD Bays / 3 years onsite warranty / RAID Card with 128MB battery backed- up cache to support RAID 5 & RAID 0+1 also. | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 38     | Server-IBM X3550 M3-2xIntel Quadcore Xeon E5606,16GB DDR3 RAM,6x300GB SAS2,4xGB NIC, RHEL 6 -64 bit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 39     | Server-IBM X3550 M3-2xIntel Quadcore Xeon E5606,16GB DDR3 RAM,2x300GB SAS2,4xGB NIC,Windows 2008 R2 64-bit                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 40     | Server-HP DL 380 G5-ProLiant DL380G5(1) Dual-Core Intel Xeon 5140 Processor (2.33 GHz, 1333 FSB)/4MB (1 x 4MB) Level 2 cache/2 GB (2 x 1 GB) PC2-5300 Fully Buffered DIMMs (DDR2-667) with Advanced ECC, mirrored and online spare memory capabilities/Embedded Dual NC373i Multifunction Gigabit NICs/Smart Array P400 Controller with 256MB cache (RAID 0/1/5)/Hot Plug Fully Redundant Fans Standard with 2x HP Data Prot One Drv UNIX/NAS/SAN LTU, 2x HP Data Prot On-line Backup for UNIX LTU, HP Data Prot Start Pk Windows DVD & LTU                                          | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 41     | Load Balancer-Alteon-Annual, 7x24 phone support,Feature & Maintenance Releases,RMA NBD for AppDirector1016/ODS2/4GB/HDD/RoHS with App Director xx08, xx04, xx16 - SSL Acceleration - Upgrade from 500 CPS to 2,000 SSL CPS - Software Option                                                                                                                                                                                                                                                                                                                                         | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 42     | Load Balancer-Alteon-Annual, 7x24 phone support,Feature & Maintenance Releases,RMA NBD for AppDirector1016/ODS2/4GB/HDD/RoHS with App Director xx08, xx04, xx16 - SSL Acceleration - Upgrade from 500 CPS to 2,000 SSL CPS - Software Option                                                                                                                                                                                                                                                                                                                                         | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 43     | Chasis-C7000 Blade Chasis-1PH 2PSU 4 FAN CE KIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 44     | Chasis-C7000 Blade Chasis-1PH 2PSU 4 FAN CE KIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 45     | Storage-EMC VNXe3100 Storage-6x2TB NL-SAS HDD , 2x8GB Cache per controller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 46     | Chasis-C7000 Blade Chasis-1PH 2PSU 4 FAN CE KIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 47     | Storage-EMC VNX5300 Storage-300GBX45 SAS ,2TBX9 NLSAS,200GBXSSD(SATA FLASH )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 48     | Server-SunFire X4170-P 4Core 2 Processor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 49     | Server-SunFire X4150-P 4Core 2 Processor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 50     | Server-SunFire X4150-P 4Core 2 Processor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 51     | Server-SunFire X4150-P 4Core 2 Processor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 52     | Server-SunFire X4150-P 4Core 2 Processor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 53     | Server-SunFire X4150-P 4Core 2 Processor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 54     | Server-SunFire X4150-P 4Core 2 Processor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Rs./Month   No        | 0                  | 36               | 1        | 0               | #DIV/0!                      |



## Indicative Commercial Bid

## Appendix-7

| Sr. No | Sub-No | Details                                                                                                                  | Unit<br>Rs.   Month   Qty | Unit Rate<br>(Rs.) | Period<br>Months | Quantity | Amount<br>(INR) | Proportion to Total Cost (%) |
|--------|--------|--------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------|------------------|----------|-----------------|------------------------------|
| B      | 55     | Server-X 4170 Server-P 4Core 2 Processor                                                                                 | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 56     | Server-HP DL 380 R04-P 4Core 2 Processor - ProLiant - DL 380                                                             | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 57     | Server-HP DL 380 R04-P 4Core 2 Processor - ProLiant - DL 380                                                             | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 58     | Server-HP DL 360 G7-Intel 2xE5645(2.4 GHZ) HC32GB RAM2x600GB SAS2 HDDDVD256MB I3 CacheRPS4 NICs                          | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 59     | Server-HP DL 360 G7-Intel 4xE7520(1.87 GHZ) QC48GB RAM8x900GB SAS2 HDDDVD256MB I3 CacheRPS4 NICs                         | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 60     | Server-HP DL 360 G7-Intel 2xE5645(2.4 GHZ) HC32GB RAM3x600GB SAS2 HDDDVD256MB I3 CacheRPS4 NICs                          | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 61     | Server-HP DL 360 G7-Intel 2xE5645(2.4 GHZ) HC32GB RAM2x600GB SAS2 HDDDVD256MB I3 CacheRPS4 NICs                          | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 62     | Server-HP DL 360 G7-Intel 4xE7520(1.87 GHZ) QC48GB RAM8x900GB SAS2 HDDDVD256MB I3 CacheRPS4 NICs                         | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| B      | 63     | Server-HP DL 360 G7-Intel 2xE5645(2.4 GHZ) HC32GB RAM3x600GB SAS2 HDDDVD256MB I3 CacheRPS4 NICs                          | Rs.   Month   No          | 0                  | 36               | 1        | 0               | #DIV/0!                      |
| C      |        | <b>Only Closure of Observations, Patch and Upgrade Management as per SOW</b>                                             |                           |                    |                  |          |                 |                              |
| C      | 1      | Virtual Widows Servers                                                                                                   | Rs.   Month   No          | 0                  | 36               | 51       | 0               | #DIV/0!                      |
| C      | 2      | Virtual Non-Windows Servers                                                                                              | Rs.   Month   No          | 0                  | 36               | 26       | 0               | #DIV/0!                      |
|        |        | <b>Grand Total : Total Cost of Ownership (TCO)-Cell (Red). Reverse Auction shall be held on Total Cost of ownership.</b> |                           |                    |                  |          | 0               | #DIV/0!                      |

| Tax Rate |     |      | Appendix-7-1                                                              |                   | @ other than Income tax,Corporate Taxes and Custom duty   |              |              |              |              |
|----------|-----|------|---------------------------------------------------------------------------|-------------------|-----------------------------------------------------------|--------------|--------------|--------------|--------------|
| 1A       | B   | C    | D                                                                         | Duty              | Taxes not to be included in the price while bidding price |              |              |              |              |
| 2        | Sr. | Sub- | Details                                                                   | Included in Price | Exclusive                                                 | Exclusive    | Exclusive    | Exclusive    | Exclusive    |
| 3        | No  | No   |                                                                           | Custom Duty       | GST                                                       | Specify Tax@ | Specify Tax@ | Specify Tax@ | Specify tax@ |
| 4        |     | A    | Onsite Resource Support                                                   |                   |                                                           |              |              |              |              |
| 5        |     | B    | Annual Maintainance and closure of observations, Patch/Upgrade Management |                   |                                                           |              |              |              |              |
| 6        |     | C    | Only Closure of Observations, Patch and Upgrade Management as per SOW     |                   |                                                           |              |              |              |              |

## **Appendix-8**

### **FORMAT FOR EMD BANK GUARANTEE**

To:  
-----

-----

Dear Sir,

#### **EMD BANK GUARANTEE FOR**

**NAME OF SERVICE TO STATE BANK OF INDIA TO MEET SUCH  
REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE  
RFP NO.SBI:xx:xx DATED dd/mm/yyyy**

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 to provide ..... (name of Services) as are set out in the 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 by 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 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)

**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 develop, implement and support ..... (name of 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.

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.

\_\_\_\_\_  
Authorised official



**Penalties****SLA for onsite support services****Place of Service**

| <b>Sr. No.</b> | <b>Work Location</b> |
|----------------|----------------------|
| <b>1.</b>      | Mumbai               |
| <b>3</b>       | Hyderabad            |

The following penalties shall be levied :

**1. Non adherence to Resolution / Response Time :**

| <u>Criteria</u>                                                                                                                                                                                                                                                                                                                                                | <u>Penalty for non-compliance</u>                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Penalty will be applicable in case of the break down / malfunctioning of hardware, hardware components, accessories, system software, etc. within 2 hours onsite (response time) of the receipt/ notice of the complaint and resolved <b>within 4 hours CTR (including response time)</b> by the resident engineer present on site under the scope of the RFP. | Penalty applicable will be Rs.1000 per every instance wherein Service Provider failed to deliver the agreed Service Level. |

**2. Non-submission of Report for System Health Check :**

| <u>Criteria</u>                                                                                             | <u>Penalty for non-compliance</u>                                                         |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Submission of the Report for Proactive Services like –System Health Check Report as per the agreed schedule | For late-submission of the Report penalty of Rs.1000/- would be applicable for any report |

**3. Non-Availability :**

The Vendor shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99.50% of the time on a 24x7x365 basis. In case, of unplanned system downtime, the penalty shall be levied as under:

| Uptime (Monthly)           | Penalty shall be per IT-Asset |
|----------------------------|-------------------------------|
| $\geq 99.50$               | NIL                           |
| $\geq 99.40$ and $< 99.50$ | Rs.500                        |
| $\geq 99.30$ and $< 99.40$ | Rs.1000                       |
| $\geq 99.20$ and $< 99.30$ | Rs.2000                       |
| $\geq 99.10$ and $< 99.20$ | Rs.3000                       |
| $\geq 99.00$ and $< 99.10$ | Rs.4000                       |
| $< 99.00$                  | Rs.5000                       |

|                                                                                          |                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Formula</b><br><br>Uptime (%) will be calculated as indicated in the adjoining column | <b>Calculation</b><br><br>$\text{Uptime (\%)} = \frac{(\text{Sum of total hours during month} - \text{Sum of downtime hours during month})}{\text{Sum of total hours during month}} \times 100.$<br>Total hours during the month = 24xdays in the month |
| Measurement Interval                                                                     | Monthly                                                                                                                                                                                                                                                 |
| Measurement Tool                                                                         | Based on the system logs the service provider will submit a montly MIS report as per the bank's demand or alternatively non happening of transactions due to system failure.                                                                            |

#### 4. Non-maintenance of RTO :

| Service level category                                    | Service level objective                                                                                                                                                                                  | Measurement range/criteria                                                                                                                                       | Penalty                          |                                      |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------|
| RTO during disaster recovery for shifting to Hyderabad DC | SELECTED BIDDER's Disaster Recovery team Mumbai / Hyderabad to be ready and should report and address the DR issue within 30 minutes. To bring the DR setup up within 1 hour, or as decided by the Bank. | Duration will be calculated from the time of the decision for moving to DR, conveyed to SELECTED BIDDER and the first successful transaction time happened on DR | Period of delay(RTO)             | Penalty Amount*                      |
|                                                           |                                                                                                                                                                                                          |                                                                                                                                                                  | >60 Min ( between 6 am to 10 PM) | Rs.1,000/- per hour or part thereof  |
|                                                           |                                                                                                                                                                                                          |                                                                                                                                                                  | >60 Min( between 10 PM to 6AM)   | Rs. 1,000/- per hour or part thereof |

### 5. Non-maintenance of RPO :

| Service level category                        | Service level objective | Measurement range/criteria                                                                      | Penalty                          |                                      |
|-----------------------------------------------|-------------------------|-------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------|
| RPO during disaster for shifting to Hyderabad | 10 minutes              | Duration will be calculated from the time of last transaction found in DR and the incident time | Period of delay(RTO)             | Penalty Amount*                      |
|                                               |                         |                                                                                                 | >30 Min ( between 6 am to 10 PM) | Rs.1,000/- per hour or part thereof  |
|                                               |                         |                                                                                                 | >30 Min ( between 10 PM to 6AM)  | Rs. 1,000/- per hour or part thereof |

### 6. Non-Availability of resources\_:

| Service level category    | SLA Measure                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Penalty Calculation                                                                                                                                                                                                                                                                                                      |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non-availability of staff | <ul style="list-style-type: none"> <li>In the event, Vendor is unable to provide an resource on-site to the Bank or the resource is non-available at the Desk, during the agreed service business hours as mentioned under the Scope of work ( SOW), then the Bank may charge Vendor for the non-availability of the resource.</li> <li>However, delay due to gate pass or any issue related to bank's environment will not be considered under penalty.</li> </ul> | <p>Double the rate per hour for the hour or part thereof of absence.</p> <p>For example, the Agreed service hours are eight (8) hours a day and an resource only worked on-site for four (4) hours on one (1) day in a month then the Bank may charge Vendor a penalty for the remaining 4 hours * per hour rate *2.</p> |

### 7. Transition Penalty :

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 10 % of the total Contract value on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

**8. Actual Loss :**

Actual loss incurred by the Bank on account of errors/bugs/deficiencies in services attributable to the Vendor shall be recovered from the vendor.

**9. Cap on the Penalties :**

All penalties together shall be maximum of 100 % of yearly contract value.

\*\*\*\*\*



(NB: Please be advised that in case of any conflict of contents between the RFP and this agreement, the Bank will decide at its sole discretion, which of the contents to be accepted.)

Service Level Agreement

AGREEMENT FOR \_\_\_\_\_<sup>1</sup>

BETWEEN

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

AND

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

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

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

*# This document is in the nature of a general template which needs customization depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also certain particulars such as place of arbitration, jurisdiction, details of the parties etc. are to be incorporated while finalization of the*

<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.

*contract.*

*In this regard, footnotes given in this document may please be referred to.*

## **Contents**

|                                                                          |           |
|--------------------------------------------------------------------------|-----------|
| <b>1. DEFINITIONS &amp; INTERPRETATION .....</b>                         | <b>4</b>  |
| <b>2. SCOPE OF WORK .....</b>                                            | <b>6</b>  |
| <b>3. FEES /COMPENSATION .....</b>                                       | <b>6</b>  |
| <b>4. LIABILITIES/OBLIGATION .....</b>                                   | <b>8</b>  |
| <b>5. REPRESENTATIONS &amp;WARRANTIES.....</b>                           | <b>11</b> |
| <b>6. GENERAL INDEMNITY .....</b>                                        | <b>13</b> |
| <b>7. CONTINGENCY PLANS .....</b>                                        | <b>14</b> |
| <b>8. TRANSITION REQUIREMENT .....</b>                                   | <b>14</b> |
| <b>9. LIQUIDATED DAMAGES .....</b>                                       | <b>15</b> |
| <b>10. RELATIONSHIP BETWEEN THE PARTIES .....</b>                        | <b>15</b> |
| <b>11. SUB CONTRACTING.....</b>                                          | <b>15</b> |
| <b>12. INTELLECTUAL PROPERTY RIGHTS .....</b>                            | <b>16</b> |
| <b>13. INSPECTION AND AUDIT .....</b>                                    | <b>17</b> |
| <b>14. SECURITY AND CONFIDENTIALITY.....</b>                             | <b>18</b> |
| <b>15. OWNERSHIP .....</b>                                               | <b>20</b> |
| <b>16. TERMINATION CLAUSE .....</b>                                      | <b>20</b> |
| <b>17. DISPUTE REDRESSAL MACHANISM &amp; GOVERNING LAW .....</b>         | <b>21</b> |
| <b>19. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY.....</b> | <b>23</b> |
| <b>20. LIMITATION OF LIABILITY.....</b>                                  | <b>23</b> |
| <b>21. FORCE MAJEURE .....</b>                                           | <b>24</b> |
| <b>22. NOTICES.....</b>                                                  | <b>24</b> |
| <b>23. GENERAL TERMS &amp; CONDITIONS.....</b>                           | <b>25</b> |

This agreement made at..... (Place) on this -----day of \_\_\_\_\_ 20\_\_ \_\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its.....,<sup>5</sup> hereinafter referred to as “the Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

AND

.....<sup>6</sup> a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, and hereinafter referred to as “.....”, which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

WHEREAS

- (i) The Bank is desirous of availing services for \_\_\_\_\_ ;<sup>7</sup>
- (ii) \_\_\_\_\_ ;
- (iii) \_\_\_\_\_ ; and
- (iv) 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

---

<sup>5</sup>Name & Complete Address of the Dept.

<sup>6</sup>Name & Complete Address ( REGISTERED OFFICE) of the service Provider,

<sup>7</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).



acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- A. 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices) and subsidiaries: *< Strike of whichever is inapplicable.>*
- B. "Confidential Information" shall have the meaning set forth in Clause 15.
- C. "Deficiencies" shall mean non satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this Agreement.
- D. "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the ..... (name of the Software/ Hardware/ Maintenance Services) *<Strike off whichever is Inapplicable>*,<sup>8</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the ..... (Service)<sup>9</sup>, without the need for any further instructions. 'Documentation' 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, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all

---

<sup>8</sup> Name of Software/ Maintenance services

<sup>9</sup> Name of Software

Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- E. “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).
- F. “Project Cost” means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.
- G. “Request for Proposal (RFP)” shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.
- H. “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- I. ‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.
- J. Interpretations:
  - 1.1.1 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).
  - 1.1.2 The singular includes the plural and vice versa.
  - 1.1.3 Reference to any gender includes each other gender.
  - 1.1.4 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.
  - 1.1.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.1.6 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.

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

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

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

## **1.2 Commencement, Term & Change in Terms**

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

1.2.2 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.

1.2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_\_ years on the mutually agreed terms & conditions.

## **2. SCOPE OF WORK**

The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is described in Appendix-6 of RFP.

## **3. FEES /COMPENSATION**

3.1 Professional fees

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

3.1.2 .....

3.1.3 .....

3.2 All duties and taxes (excluding<sup>10</sup> service tax, VAT or other local taxes), if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

### **3.4 Payments**

3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding **thirty (30) days** after its receipt thereof. All payments shall be made in Indian Rupees.

3.4.2 The Bank may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.

### **3.5 Performance Guarantee and Penalties**

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

3.5.2 The performance guarantee 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 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.

---

<sup>10</sup> Please determine the applicability of the taxes.

- 3.5.3 If at any time during performance of the contract, the Service Provider shall 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.
- 3.5.4 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule<sup>11</sup> specified in this Agreement.
- 3.5.5 The Service Provider shall be liable to pay penalty at the rate mentioned in **Appendix-11** in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

#### **4. LIABILITIES/OBLIGATION**

##### **4.1 The Bank's Duties /Responsibility(if any)**

- (i) Processing and Authorising invoices
- (ii) .....
- (iii) .....
- (iv) .....
- (v) .....

##### **4.2 Service Provider Duties**

###### **4.2.1 Service Delivery responsibilities**

- 4.2.1.1 To adhere to the service levels documented in this Agreement.
- 4.2.1.2 Service provider, if permitted to sub-contract, shall ensure that Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards,

---

<sup>11</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

4.2.1.3 Service provider shall support the Equipment, and Services and its associated items/components including OS/firmware/middleware /Software Solution during the period of AMC as specified in Scope of work in this RFP.

4.2.1.4 During the AMC/ATS period Service provider will have to undertake comprehensive support of the entire Equipment (hardware/components/ operating software/firmware/middleware), (Software Solution if any, supplied by the Service provider) and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost to the Bank. During the support period, the Service provider shall maintain the Equipment, to comply with required parameters and the Service provider 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 of the Equipment (hardware/ equipment/ components/ software or any component/ part thereunder), 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.

4.2.1.5 During the support period (ATS/AMC), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Equipment and Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Equipment and Software Solution as per the Bank's policy, reloading of firmware/patches/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 Service provider shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Equipment (hardware, system software or any of its components), Software Solution, the Service provider shall

ensure that System is made operational to the full satisfaction of the Bank within the given timelines. The selected Service provider shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.

4.2.1.6 Onsite comprehensive warranty for the solution would include free replacement of spares, parts, kits, resolution of problem, if any, in solution.

4.2.1.7 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.

4.2.1.8 Support (AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Vendor. The vendor will warrant Equipment against defects arising out of faulty design etc. during the specified support period. The vendor will support Equipments 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/client 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 equipment at his own cost including the cost of transport.

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

1. Diagnostics for identification of systems failures
2. Protection of data/ Configuration
3. Recovery/ restart facility
4. Backup of system software/ Configuration

4.2.1.10 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.

4.2.1.11 The Service provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) 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.

4.2.1.12 Service provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

4.2.1.13 Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

#### 4.2.2 Security Responsibility

4.2.2.1 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 Service provider. Some of the key areas are as under:

1. Responsibilities for data and application privacy and confidentiality
2. Responsibilities on system and software access control and administration
3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
4. Physical Security of the facilities
5. Physical and logical separation from other customers of the Vendor
6. Incident response and reporting procedures
7. Password Policy of the Bank
8. Data Encryption/Protection requirements of the Bank.
9. In general, confidentiality, integrity and availability must be ensured.

### 5. REPRESENTATIONS & WARRANTIES

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

5.1.1 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.

5.1.2 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.



- 5.1.3 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.
- 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 5.1.5 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.

## **5.2 Additional Representation and Warranties by Service Provider**

- 5.2.1 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.
- 5.2.2 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.
- 5.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 5.2.4 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.
- 5.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain

the records of such verification and shall produce the same to the Bank as and when requested.

- 5.2.6 Service Provider warrants that the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the service period.
- 5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.8 Service Provider shall assume responsibility under Labour Laws and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Service Provider, arising out of Service Provider's performance of Services hereunder.
- 5.2.9 During the contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

## **6. GENERAL INDEMNITY**

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 5 hereinabove, including without limitation, breach of confidentiality obligations 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.

- 6.2 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.
- 6.3 The 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.
- 6.4 The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

## **7. CONTINGENCY PLANS**

The Service Provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other 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. The Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

## **8. TRANSITION REQUIREMENT**

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

## **9. LIQUIDATED DAMAGES**

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

## **10. RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 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.
- 10.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 10.4 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.
- 10.5 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.

## **11. SUB CONTRACTING**

- 11.1 Service provider has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- 11.2 In case of subcontracting permitted, Service Provider is responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all

security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.

- 11.3 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 shall have access to such records.
- 11.4 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, security and safety of Bank's data / processes is maintained.
- 11.5 Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- 11.6 The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s) entered between Service Provider and Subcontractor for Bank's suitability.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.
- 12.2 Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities 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 the technology / software / products or any part thereof in India or abroad.

- 12.4 Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.
- 12.5 The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim, and will at no time admit to any liability for or express any intent to settle the claim.

### **13. INSPECTION AND AUDIT**

- 13.1 It is agreed by and between the parties that the Service Provider shall 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 vendor shall submit such certification by such Auditors to the Bank. The vendor 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. SECURITY AND CONFIDENTIALITY**

- 14.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- 14.2 All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.
- 14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider **as per appendix - 13**.
- 14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

- 14.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 14.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.
- 14.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.
  - (iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
  - (iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
- 14.8 Service Provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.
- 14.9 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
- 14.10 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.
- 14.11 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.
- 14.12 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all



proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

## **15. OWNERSHIP**

- 15.1 Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, the service provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this agreement.
- 15.3 All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

## **16. TERMINATION CLAUSE**

- 16.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, if Service Provider, at any time, by giving a written notice of at least .....30 days.....(term of notice) fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if Service Provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than .....60 days.....(term) is given Service Provider to rectify the defects.
- 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 contract is terminated, and the date upon which such termination becomes effective.

- 16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.
- 16.4 In the event of termination of the Agreement, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 16.5 The Bank may at any time terminate the Agreement without giving written notice to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the Service Provider for the services rendered.
- 16.6 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.
- 16.7 In the event of termination of the Agreement for material breach by Service Provider, the Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- 16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the Applicable Law.

## **17. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

- 17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

- 17.2 If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall 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.
- 17.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; 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.
- 17.4 Service Provider shall continue work under the Agreement 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.
- 17.5 Arbitration proceeding shall be held at ...**Mumbai**..... (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 17.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at ..... **Mumbai** ..... (Place) only.
- 17.7 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, in case of disagreement obligations mentioned in this clause shall be observed.

## **18. POWERS TO VARY OR OMIT WORK**

- 18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service

provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will 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 mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- 18.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

## **19. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY**

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service provider, against the Bank.

## **20. LIMITATION OF LIABILITY**

- 20.1 For breach of any obligation mentioned in this agreement, subject to clause 20.3, 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 Project Cost.
- 20.2 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.
- 20.3 The limitations set forth in Clauses 20.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12<sup>12</sup>,
- (ii) damage(s) occasioned by the gross negligence or willful misconduct of Service Provider,
- (iii) damage(s) occasioned by Service Provider for breach of Clause 14<sup>13</sup>,
- (iv) 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.
- (v) when a dispute is settled by the Court of Law in India.

## **21. FORCE MAJEURE**

- 21.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.
- 21.2 If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 21.3 If the Force Majeure situation continues beyond 30 days, the either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this 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.

## **22. NOTICES**

- 22.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;
- i. When hand delivered during normal business hours of the recipient, acknowledgment taken.

---

<sup>12</sup> Please see Clause 12 'IPR Indemnification'

<sup>13</sup>Please see Clause 15 'Security and Confidentiality'

- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of..... Service provider's office at Mumbai, or any other place advised by Service provider to the Bank from time to time.
- iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

22.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

.....  
 .....  
 .....  
 .....  
 .....

(b) In case of Service Provider

.....  
 .....  
 .....  
 .....

22.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party with in ...10 days..... (Days).

## 23. GENERAL TERMS & CONDITIONS

23.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed (services) as mentioned in this Agreement.

23.2 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

- 23.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- 23.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 23.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 23.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 23.7 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the Services Annual Maintenance Services for IT Assets (short description of the service to be provided), between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.
- 23.8 PRIVACY: 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.
- 23.9 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.
- 23.10 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/he is authorized to enter into this Agreement and bind the respective parties to this Agreement.
- 23.11 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

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

**State Bank of India**

.....**Service Provider**

**By:**  
**Name:**  
**Designation:**  
**Date:**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1.

1.

2.

2.



## **ANNEXURE-B**

### INFRASTRUCTURE MANAGEMENT METRICS *<strike off which ever in not applicable>*

#### (a) Service metric for Recovery Time objective (RTO) *<strike off if not applicable>*

| SL no. | Service level category                                      | Service level object                                                                                                                      | Measurement range/criteria                                                                                 |
|--------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1.     | RTO during disaster for shifting to <i>&lt;Place&gt;</i> DC | <i>&lt;.....&gt;</i><br>(requirement to be filled by the concerned dept.)/ 4 hours <i>&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

#### (b) SLA for Recovery Point Objective *<strike off if not applicable>*

| SL no. | Service level category                                   | Service level object                                                                                                                                            | Measurement range/criteria                                                                                 |
|--------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1.     | RPO during disaster for shifting to <i>&lt;Place&gt;</i> | <i>&lt;.....&gt;</i> (requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery <i>&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

#### (c) INFRASTRUCTURE SUPPORT METRICS *<strike off if not applicable>*

| Activities                                                                                    |         | Severity    | Response Time (mins) | Resolution Time (mins) | Measurement Criteria                                                                       |
|-----------------------------------------------------------------------------------------------|---------|-------------|----------------------|------------------------|--------------------------------------------------------------------------------------------|
| Operational Task                                                                              | Details |             |                      |                        |                                                                                            |
| <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | .....   | Level 1     | .....                | .....                  | <i>&lt;.....&gt;</i><br><i>&lt;to be filled in by the concerned dept. depending on the</i> |
|                                                                                               | .....   | Level 2     | .....                | .....                  |                                                                                            |
|                                                                                               | .....   | Level ....n | .....                | .....                  |                                                                                            |
|                                                                                               | .....   | Level 1     | .....                | .....                  | <i>on the</i>                                                                              |

| Activities                                                                                    |         | Severity    | Response Time (mins) | Resolution Time (mins) | Measurement Criteria              |
|-----------------------------------------------------------------------------------------------|---------|-------------|----------------------|------------------------|-----------------------------------|
| Operational Task                                                                              | Details |             |                      |                        |                                   |
| <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | .....   | Level 2     | .....                | .....                  | <i>criticality of service&gt;</i> |
|                                                                                               | .....   | Level.....n | .....                | .....<br>..            |                                   |

## ANNEXURE-C

### SERVICE DESK SUPPORT METRIC *<strike off if not applicable>*

| SL no. | Service level category                                                                   | Service level object                                                                                                                                                  | Measurement range/criteria                                                                                         |
|--------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 1.     | Call type<br>level 1, <i>&lt;strike off which ever in not applicable&gt;</i>             | <i>&lt;.....(requirement)/<br/>call escalated by sbi service<br/>desk to .....service<br/>provider's team&gt; &lt;strike off<br/>which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in<br/>by the concerned dept. depending on<br/>the criticality of service&gt;</i> |
|        | Call type<br>level 12,<br><i>&lt;strike off<br/>which ever in<br/>not applicable&gt;</i> | <i>&lt;.....(requirement)/<br/>call escalated by sbi service<br/>desk to .....service<br/>provider's team&gt; &lt;strike off<br/>which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in<br/>by the concerned dept. depending on<br/>the criticality of service&gt;</i> |

### SERVICE LEVEL REPORTING/ FREQUENCY<sup>14</sup> *<strike off if not applicable>*

*<Describe the service level reporting frequency and methodology>*

| Report Name | Interval | Recipient | Responsible |
|-------------|----------|-----------|-------------|
|             |          |           |             |
|             |          |           |             |

### SERVICE REVIEW MEETING<sup>15</sup> *<strike off if not applicable>*

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

<sup>14</sup>The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

<sup>15</sup>The purpose of this section to describe the frequency of meeting and composition of service review board.

**ESCALATION MATRICS<sup>16</sup>** *<strike off if not applicable>*

| Service level Category                | Response/Resolution Time | Escalation thresholds           |                 |                 |                 |
|---------------------------------------|--------------------------|---------------------------------|-----------------|-----------------|-----------------|
|                                       |                          | Escalation Level 1              |                 | Escalation..... |                 |
|                                       |                          | Escalation to                   | Escalation Mode | Escalation to   | Escalation Mode |
| Production Support                    |                          | <Name, designation contact no.> |                 |                 |                 |
| Service Milestones                    |                          | <Name, designation contact no.> |                 |                 |                 |
| Infrastructure Management             |                          | <Name, designation contact no.> |                 |                 |                 |
| Application Development & Maintenance |                          | <Name, designation contact no.> |                 |                 |                 |
| Service Desk Support                  |                          | <Name, designation contact no.> |                 |                 |                 |

<sup>16</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, the service provider operates a problem escalation procedure in order that any unresolved problems are notified to the service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.



**Transition Plan**

**1. Introduction**

- 1.1 This Annexure describes the duties and responsibilities of the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure proper transition of services and to ensure complete knowledge transfer.

**2. Objectives**

- 2.1 The objectives of this annexure are to:

- (1) ensure a smooth transition of Services from the SERVICE PROVIDER to a New/Replacement SERVICE PROVIDER or back to the STATE BANK OF INDIA at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.

**3. General**

- 3.1 Where the STATE BANK OF INDIA intends to continue equivalent or substantially similar services to the Services provided by the SERVICE PROVIDER after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, the SERVICE PROVIDER shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the STATE BANK OF INDIA or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.
- 3.2 The SERVICE PROVIDER shall co-operate fully with the STATE BANK OF INDIA and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by the SERVICE PROVIDER to be achieved with the minimum of disruption. In particular:
- 3.2.1 during any procurement process initiated by the STATE BANK OF INDIA and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, the SERVICE

PROVIDER shall comply with all reasonable requests by the STATE BANK OF INDIA to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the STATE BANK OF INDIA and procedures used by the SERVICE PROVIDER for handling Data) reasonably necessary to achieve an effective transition, provided that:

- 3.2.1.1 the SERVICE PROVIDER shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of the SERVICE PROVIDER to any such party;
  - 3.2.1.2 the SERVICE PROVIDER shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
  - 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 the SERVICE PROVIDER shall provide sufficient information to comply with the reasonable requests of the STATE BANK OF INDIA to enable an effective tendering process to take place but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.
- 3.3 In assisting the STATE BANK OF INDIA and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where the SERVICE PROVIDER does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, the SERVICE PROVIDER shall make no additional Charges. The STATE BANK OF INDIA may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the STATE BANK OF INDIA agrees in advance that such redeployment will prevent the SERVICE PROVIDER from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the STATE BANK OF INDIA, the STATE BANK OF INDIA shall not be entitled to claim any penalty or liquidated damages for the same.
  - (2) where any support and materials necessary to undertake the transfer work or any costs incurred by the SERVICE PROVIDER are additional to those in place as part of the proper provision of the Services the STATE BANK OF INDIA shall pay the SERVICE PROVIDER for staff time agreed in advance at the rates agreed between

the parties and for materials and other costs at a reasonable price which shall be agreed with the STATE BANK OF INDIA.

3.4 If so required by the STATE BANK OF INDIA, on the provision of no less than ..... months' notice in writing, the SERVICE PROVIDER shall continue to provide the Services or an agreed part of the Services for a period not less than .....month and not exceeding ..... months beyond the date of termination or expiry of the Agreement. In such event the STATE BANK OF INDIA shall reimburse the SERVICE PROVIDER for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

- (1) materials and other costs will be charged at a reasonable price which shall be agreed between the Parties; and/or
- (2) any other fees agreed between the Parties at the time of termination or expiry.

3.5 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA an analysis of the Services to the extent reasonably necessary to enable the STATE BANK OF INDIA to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the STATE BANK OF INDIA as part of the performance monitoring regime.

3.6 The SERVICE PROVIDER shall provide such information as the STATE BANK OF INDIA reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

3.7 the SERVICE PROVIDER shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the STATE BANK OF INDIA shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

3.8 The SERVICE PROVIDER shall co-operate with the STATE BANK OF INDIA during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, coordinating and access to and provision of all operational and performance documents, reports, summaries produced by the SERVICE PROVIDER for the STATE BANK OF INDIA, including the configurations



set up for the STATE BANK OF INDIA and any and all information to be provided by the SERVICE PROVIDER to the STATE BANK OF INDIA under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

#### **4. Replacement SERVICE PROVIDER**

- 4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the STATE BANK OF INDIA will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with the SERVICE PROVIDER during the handover of the Services.

#### **5. Subcontractors**

- 5.1 The SERVICE PROVIDER agrees to provide the STATE BANK OF INDIA with details of the Subcontracts used in the provision of the Services. The SERVICE PROVIDER will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

#### **6. Transfer of Configuration Management Database**

- 6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

#### **7. Transfer of Assets**

- 7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA the Asset Register comprising:
- (1) a list of all Assets eligible for transfer to the STATE BANK OF INDIA; and
  - (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

- 7.2 Within **1 (one)** month of receiving the Asset Register as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the Assets it requires to be transferred, (the “Required Assets”), and the STATE BANK OF INDIA and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for the Asset transfer.
- 7.3 In the event that the Required Assets are not located on STATE BANK OF INDIA premises:
- (1) the SERVICE PROVIDER shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the STATE BANK OF INDIA or its authorized representative by the date agreed for this;
  - (2) any charges levied by the SERVICE PROVIDER for the Required Assets not owned by the STATE BANK OF INDIA shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
  - (3) for the avoidance of doubt, the STATE BANK OF INDIA will not be responsible for the Assets.
- 7.4 The SERVICE PROVIDER warrants that the Required Assets and any components thereof transferred to the STATE BANK OF INDIA or Replacement SERVICE PROVIDER benefit from any remaining manufacturer’s warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

## **8. Transfer of Software Licenses**

- 8.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA all licenses for Software used in the provision of Services which were purchased by the STATE BANK OF INDIA.
- 8.2 On notice of termination of this Agreement the SERVICE PROVIDER shall, within **2 (two)** week of such notice, deliver to the STATE BANK OF INDIA details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the STATE BANK OF INDIA shall be responsible for any costs incurred in the transfer of licenses from the SERVICE PROVIDER to the STATE BANK OF INDIA or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

- 8.3 Within **1 (one)** month of receiving the software license information as described above, the STATE BANK OF INDIA shall notify the SERVICE PROVIDER of the licenses it wishes to be transferred, and the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

## **9. Transfer of Software**

- 9.1 Wherein State Bank of India is the owner of the software, **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver, or otherwise certify in writing that it has delivered, to the STATE BANK OF INDIA a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:
- (a) Source Code (with source tree) and associated documentation;
  - (b) application architecture documentation and diagrams;
  - (c) release documentation for functional, technical and interface specifications;
  - (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code ‘walk-through’);
  - (e) Source Code and supporting documentation for testing framework tool and performance tool;
  - (f) test director database;
  - (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

## **10. Transfer of Documentation**

- 10.1 **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

## **11. Transfer of Service Management Process**

- 11.1 **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
  - (1) Incidents;
  - (2) Problems;
  - (3) Service Requests;
  - (4) Changes;
  - (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

## **12. Transfer of Knowledge Base**

- 12.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which the SERVICE PROVIDER may not disclose as a matter of law.

## **13. Transfer of Service Structure**

- 13.1 **6 (six)** months prior to expiry or within **2 (two)** weeks notice of termination of this Agreement the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA a full, accurate and up to date version of the following, as a minimum:
- (a) archive of records including:
    - (1) Questionnaire Packs;
    - (2) project plans and sign off;
    - (3) Acceptance Criteria; and
    - (4) Post Implementation Reviews.
  - (b) programme plan of all work in progress currently accepted and those in progress;

- (c) latest version of documentation set;
- (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
- (e) Source Code, application architecture documentation/diagram and other documentation;
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

#### **14. Transfer of Data**

- 14.1 In the event of expiry or termination of this Agreement the SERVICE PROVIDER shall cease to use the STATE BANK OF INDIA Data and, at the request of the STATE BANK OF INDIA, shall destroy all such copies of the STATE BANK OF INDIA Data then in its possession to the extent specified by the STATE BANK OF INDIA.
- 14.2 Except where, pursuant to paragraph 14.1 above, the STATE BANK OF INDIA has instructed the SERVICE PROVIDER to destroy such STATE BANK OF INDIA Data as is held and controlled by the SERVICE PROVIDER, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, the SERVICE PROVIDER shall deliver to the STATE BANK OF INDIA:
  - (1) An inventory of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER, plus any other data required to support the Services; and/or
  - (2) a draft plan for the transfer of the STATE BANK OF INDIA Data held and controlled by the SERVICE PROVIDER and any other available data to be transferred.

#### **15. Training Services on Transfer**

- 15.1 The SERVICE PROVIDER shall comply with the STATE BANK OF INDIA's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by the SERVICE PROVIDER.

- 15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.
- 15.3 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall produce for the STATE BANK OF INDIA's consideration and approval **6 (six)** months prior to expiry or within **10 (ten)** Working Days of issue of notice of termination:
- (1) A training strategy, which details the required courses and their objectives;
  - (2) Training materials (including assessment criteria); and
  - (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, the SERVICE PROVIDER shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the STATE BANK OF INDIA.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at STATE BANK OF INDIA's \_\_\_\_\_Premises, at such times, during business hours as STATE BANK OF INDIA may reasonably request. Each training course will last for \_\_\_\_\_hours. STATE BANK OF INDIA may enroll up to \_\_\_\_\_ of its staff or \_\_\_\_\_ employees of the new/replacement service provider in any training course, and the SERVICE PROVIDER shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than ..... Years of experience in operating ..... software system. SERVICE PROVIDER shall provide the ..... training without any additional charges.

## **16. Transfer Support Activities**

- 16.1 **6 (six)** months prior to expiry or within **10 (ten)** Working Days of issue of notice of termination, the SERVICE PROVIDER shall assist the STATE BANK OF INDIA or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the STATE BANK OF INDIA, as the case may be.
- 16.2 The exit transition plan shall be in a format to be agreed with the STATE BANK OF INDIA and shall include, but not be limited to:
- (1) a timetable of events;
  - (2) resources;

- (3) assumptions;
- (4) activities;
- (5) responsibilities; and
- (6) risks.

16.3 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER specific materials including but not limited to:

- (a) Change Request log;
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of the SERVICE PROVIDER which are used for project management purposes generally within the SERVICE PROVIDER's business.

16.4 The SERVICE PROVIDER shall supply to the STATE BANK OF INDIA or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

16.5 On the date of expiry the SERVICE PROVIDER shall provide to the STATE BANK OF INDIA refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.

16.6 The SERVICE PROVIDER shall provide to the STATE BANK OF INDIA or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by the SERVICE PROVIDER till the date of expiry or termination.

16.7 The SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

## **17. Use of STATE BANK OF INDIA Premises**

17.1 Prior to expiry or on notice of termination of this Agreement, the SERVICE PROVIDER shall provide for the approval of the STATE BANK OF INDIA a draft plan specifying the necessary steps to be taken by both the SERVICE PROVIDER and the STATE BANK OF INDIA to ensure that the STATE BANK OF INDIA's Premises are vacated by the SERVICE PROVIDER.

17.2 Unless otherwise agreed, the SERVICE PROVIDER shall be responsible for all costs associated with the SERVICE PROVIDER's vacation of the STATE BANK OF INDIA's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the STATE BANK OF INDIA Premises to their original condition (subject to a reasonable allowance for wear and tear).

IN WITNESS WHEREOF, the parties hereto have caused this annexure to be executed by their duly authorized representatives as of .....day of .....

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.



**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 accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_  
(month) (place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

| Sl.No | Appedix | Page No | Clause No. | Existing Clause | Query / Suggestions |
|-------|---------|---------|------------|-----------------|---------------------|
|       |         |         |            |                 |                     |
|       |         |         |            |                 |                     |
|       |         |         |            |                 |                     |