REQUEST FOR PROPOSAL
FOR PROCUREMENT, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HARDWARE

[RESTRICTED TO EMPANELLED HARDWARE VENDORS OF SBI]

Ref:ITS:250:2018:287 dated 11/06/2018

STATE BANK OF INDIA
INFORMATION TECHNOLOGY SERVICES DEPARTMENT
LOCAL HEAD OFFCE
NEW DELHI

Part-1

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1. INVITATION TO BID:

i. **State Bank of India** (herein after referred to as **'SBI/the Bank'** is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices, other exchange companies in available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **LHO Delhi Circle** for Set up of **Report Server with SAN Storage**.

ii. In order to meet the IT hardware requirement, the Bank proposes to invite tenders from eligible vendors to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.

iii. Bidder shall mean **empanelled hardware vendors of SBI, GITC Navi Mumbai** and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).

iv. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.

v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the IT hardware/product and services desired in this document. The proposed product must integrate with Bank's existing infrastructure seamlessly.

vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed product and services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed hardware and services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.

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

iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

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

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

vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions:

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

i. **"The Bank"** 'means the State Bank of India LHO Delhi Circle.

ii. **"Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP (empanelled in SBG as hardware vendor).

iii. **"Bid"** means the written reply or submission of response to this RFP.

iv. **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

v. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1/TC1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

vi. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

vii. **"The Equipment/Product"** means all the hardware, it's all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.

viii. **"The Services"** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.

ix. **"The Project"** means supply, installation, testing and commissioning, integration of computer hardware and services with support under Warranty and annual maintenance contract, if required for the contract period.

x. **"The Project Site"** means locations where supply and services as desired in this RFP document are to be provided.

4. Scope of Work:

Supply, installation, testing and commissioning, integration of computer hardware and services with support under Warranty.

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

i. Bid is open to all Bidders who are empanelled as Hardware Vendor with GITC, Navi Mumbai State Bank of India.

(a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP.
(b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

6. Cost of Bid document:

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

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

i. Bidder requiring any clarification of the bidding document may notify the Bank in writing **strictly as per the format given in Annexure-O** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.

ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

iii. The queries received (without identifying source of query) and response of the Bank thereof will be conveyed to the Bidders.

iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders

from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto thereof.

v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

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

8. Contents of bidding document:

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

ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.

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

v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.

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

iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank

Guarantee [on the lines of **Annexure-I**]**,** issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Delhi. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

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

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

vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP) which should be strictly on the lines of format placed at **Annexure-J.**

vii. No interest is payable on EMD.

viii. The EMD may be forfeited:-

a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or

b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. Bid Preparation and submission:

i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as '**Technical Proposal for supply of _____ in response to the RFP No. _____ dated _____.** This envelope should contain following documents and **properly sealed**:

(a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
(b) Earnest Money Deposit (EMD) as specified in this document.
(c) A letter on Bidder's letter head: -

1) Mentioning details of EMD submitted, technical competence and experience of the Bidder

2) Certifying that the period of the validity of the Bid is as per terms of this RFP.

3) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.

4) Confirming that they agree with all the terms and conditions mentioned in the RFP.

5) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-B1.**

(d) Bidder's details as per **Annexure-D** on Bidder's letter head.

(e) Licensing details of operating software/firmware.

(f) Undertaking of Authenticity - **Annexure-G**

(g) Format for Manufacturer's Authorization Form– **Annexure- H**

(h) Any deviations sought from technical criteria/specifications given in RFP.

(i) Audited balance sheets and profit and loss account statement for last three years

(j) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.

(k) Detailed explanation of functioning of Hardware/firmware.

ii. A second sealed envelope prominently marked as **Commercial Price Bid for supply of _____ in response to the RFP No. _____ dated _____.This envelope should contain only price Bid strictly on the lines of Annexure-F**. The Price bid must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

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

b. While submitting the Technical Bid, literature on the hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.

c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

d. 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 attached.

e. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

f. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. . **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**

g. 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.

h. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

i. The Bidder must provide specific and factual replies to the points raised in the RFP.

j. 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.

k. 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.

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

m. The Bid document shall be spirally bound.

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

o. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.

p. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.

q. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".

b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.

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

d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. Modification and Withdrawal of Bids:

a. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

b. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.

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

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

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

13. Period of Validity of Bids:

a. Bids shall remain valid for 180 days from the date of opening of commercial bid. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

c. The Bank reserves the right to call for fresh quotes at any time during the Bid

validity period, if considered, necessary.

14. Bid integrity:

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

15. Bidding process/Opening of Technical Bids:

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

ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.

iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation.

v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.

vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. Technical Evaluation:

i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the product to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.

ii. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.

iii. Bank will evaluate the technical and functional specifications of all the equipment quoted by the Bidder.

iv. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

v. The evaluation will also take into account:

a. 'The product' to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.

b. Does the proposed product handles the projected volumes and offers a proven solution to meet the requirements

c. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.

d. Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.

e. Capability of the proposed product to meet future requirements outlined in the RFP.

f. Support on open platforms and product based on latest technology (both hardware, operating software/firmware).

g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period

h. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

17. Evaluation of Price Bids and Finalization:

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

ii. The L1/TC1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Techno Commercial Evaluation/Commercial evaluation, as the case may be.

iii. Errors, if any, in the price breakup format will be rectified as under:

(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

(b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

(c) If the vendor has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

(d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. Contacting the Bank:

i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.

ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

19. Award Criteria:

i. Bank will notify successful Bidder ***(L1/TC1)*** in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same

to the Bank within ***7*** **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-N** and **Annexure J** of this document together with acceptance of all terms and conditions of RFP.

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

iv. The notification of award will constitute the formation of the Contract.

v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.

vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc

viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

x. Upon notification of award to the L1/TC1 Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. Powers to Vary or Omit Work:

i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though

the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

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

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

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

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

22. Contract Amendments:

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

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

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

24. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:

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

i. that in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the Bidders need to provide the evidence that Bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Annexure-H**.

ii. that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the support (warranty/annual maintenance contract, if desired) period.

25. Performance Bank Guarantee:

i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-J** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

ii. The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

26. Country of Origin / Eligibility of Goods & Services:

i. All equipment and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

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

27. Delivery, Installation, Commissioning & Documentation:

i. The Vendor shall provide such packing of the products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

ii. Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Annexure-E** of this document.

iii. The delivery will be deemed complete when the equipment/ components/ associated software/firmware are received in good working condition at the designated locations, mentioned in part II of this RFP.

iv. The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalized as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. The Bidder has to resolve any problem faced during installation and operationalization.

v. In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative of the Bank and the engineer from the vendor on the lines of format/certificate on the lines of **Annexure-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the

Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipment/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including up gradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to the vendor. The vendor should ensure that the product meets the requirements of the Bank as envisaged in the RFP.

vi. The details of the documents to be furnished by the Vendor are specified hereunder:-

(a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.

(b) Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill.

(c) 2 copies of packing list identifying contents of each of the package.

(d) Insurance Certificate.

(e) Manufacturer's / Vendor's warranty certificate.

vii. The above documents shall be received by the Bank before arrival of products (except where it is handed over to the Consignee with all documents). If these documents are not received, the Vendor will be responsible for any consequent expenses.

viii. Penalties as specified in **Annexure-L** will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).

ix. In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever.

x. For the System & other Software/firmware required with the hardware ordered for, the following will apply:-

(a) The vendor shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.

(b) The Vendor shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. The Vendor shall also provide licensed

software for all software/firmware whether developed by them or acquired from others.

(c) In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire l period required by the Bank.

(d) The ownership of the software license shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the licenses is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the software/license. Evidence to this effect must be submitted before the payment can be released.

28. Services:

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

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

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

iv. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.

v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.

vi. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.

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

viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.

ix. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.

x. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.

xi. The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released**.**

xii. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

29. Warranty and Annual Maintenance Contract:

i. The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the ***date of acceptance of the product*** by State Bank of India.

ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall maintain the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part 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.

iii. During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The

Bidder shall provide services of an expert engineer at SBI LHO, New Delhi or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.

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

v. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

vi. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Annexure-H** of this RFP document is required to be submitted by the vendor, duly endorsed by the OEM that in case vendor fails to provide services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. The vendor will warrant products against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
   a. Diagnostics for identification of systems failures
   b. Protection of data/ Configuration
   c. Recovery/ restart facility
   d. Backup of system software/ Configuration

viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

ix. The Bidder shall be agreeable for on-call/on-site support during peak weeks (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.

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

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

30. Compliance with IS Security Policy:

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

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

31. Penalty/SLA conditions:

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

32. 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.

33. Purchase Price:

i. Total cost of product/solution (hardware equipment/ components/ software) with support (warranty and AMC, if desired) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid**.**

ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.

iii. The order will be placed for total Cost of "hardware, software /firmware/ services/ warranty and AMC/ATS/S&S. Bank may also issue a separate order for AMC after expiry of the warranty period.

iv. The applicable TDS will be deducted at the time of payment of invoices.

v. Terms of payment are given in Part-II of this RFP document.

vi. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.

vii. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

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

34. Inspection and Quality Control Tests

i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.

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

a) Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation tests at full load, facilities etc., as per the standards / specifications and may be done at factory site of the supplier before dispatch of goods, by the Bank / Bank's Consultants / Testing Agency.

b) The Vendor shall intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the supplier;

c) Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

d) In the event of the product failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.

e) The inspection and quality control tests may also be conducted at the point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the vendor.

f) Nothing stated herein above shall in any way release the supplier from any warranty or other obligations under this Contract.

iii. The Bank's right to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

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

35. Right to Audit:

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

ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

36. Subcontracting:

i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

37. Insurance:

i. The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period of one month after delivery of products at the defined destination.

ii. Should any loss or damage occur, the Vendor shall:

a) initiate and pursue claim till settlement and

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

38. Validity of Agreement:

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

39. Limitation of liability:

i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

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

a) claims that are the subject of indemnification pursuant to IPR infringement,
b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
d) When a dispute is settled by the Court of Law in India.
e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

40. Confidentiality:

i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.

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

iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

41. Delay in the Vendor's Performance:

i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.

ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

42. Vendor's obligations:

i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

ii. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

iii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

iv. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

v. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.

vi. Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.

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

43. Technical Documentation:

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

ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.

iii. The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

44. Patent Rights/Intellectual Property Rights:

i. For any licensed software/firmware used by the finally selected L1/TC1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.

ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.

iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

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

45. Liquidated Damages:

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

46. Conflict of Interest:

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

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

(i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

47. Fraud & Corrupt Practices:

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

ii. Without prejudice to the rights of the Bank under Clause 48(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

(b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process

(c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;

(d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

(e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

48. Termination for Default:

i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:

a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
b. If the vendor fails to perform any other obligation(s) under the contract; or
c. Laxity in adherence to standards laid down by the Bank; or
d. Discrepancies/deviations in the agreed processes and/or products; or
e. Violations of terms and conditions stipulated in this RFP.

ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.

v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

49. Force Majeure:

i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

50. 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.

51. Termination for Convenience:

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

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

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

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

53. Governing Language:

The governing language shall be English.

54. 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.

55. Taxes and Duties:

a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.

b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as Service tax, VAT/ Sales tax/ GST, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet **(Annexure- F).**

c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor

and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-F**

d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

56. Tax deduction at Source:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

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

57. Right to use defective product:

If after delivery, acceptance and installation and within the warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the

right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

58. Tender Fee: NOT APPLICABLE

59. Notices:

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

****

Part-II

SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	**Information Technology Services Department, Local Head Office, New Delhi** Seema Garg, Manager Systems, 9990203604, seema.garg@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	RFP date 11/06/2018. Tender Document and changes will be emailed to the empanelled vendors or selected Bidders
3	Last date for requesting clarification	**Up to 5 PM on 22.06.2018** All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail
4	Pre - Bid Meeting at (venue)	Will be advised at a subsequent date
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	**24.06.2018**
6	Last date and time for Bid submission	**5 PM 29.06.2018**
7	Address for submission of Bids	ITS, LHO, 6th Floor, 11, Parliament Street , New Delhi -110001
8	Date and Time of opening of Technical Bids	11 AM, 02.07.2018 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened

		even in the absence of any or all of the vendor representatives.	
9	Opening of Commercial Bids	3 PM, 02.07.2018 On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
10	Earnest Money Deposit	Rs.1,00,000.00	**3 months validity from 02.07.2018**
11	Performance Bank Guarantee	Rs.1,50,000.00	39 months from the date of Purchase order
12	Price validity from the date of price discovery	180 days	
13	Delivery schedule	4 weeks from date of PO	
14	Terms of payment	90% on delivery & installation	
15	Delivery locations	ITS, LHO New Delhi	
16	Liquidated damages	a sum equivalent to 1 % per week or part thereof of Contract Price subject to maximum deduction of 10% of the Contract Price for delay of each week or part thereof.	
17	Transition Penalty	10% of the total contract value)	

ANNEXURES

Annexure	Index
A	Bid form
B	Bidder's Eligibility criteria
B1	Technical & functional specifications
C	Bill of Material and compliances
D	Bidder details
E	Scope of work
F	Indicative Commercial Bid
G	Undertaking of authenticity
H	Manufacturer's authorization form.
I	Format for Bank Guarantee as Earnest Money Deposit
J	Format for submission of Performance Bank Guarantee
K	Format of certificate to be issued by the Bank after successful commissioning and acceptance of the hardware, software and its associated services.
L	Penalties and SLA terms
M	Service Level Agreement
N	Non-disclosure Agreement
O	Pre-Bid Query Format

ANNEXURE–A

BID FORM (TECHNICAL BID)

[On Company's letter head]
(to be included in Technical Bid Envelope)

Date:_____

To:

Information Technology Services Department,

Local Head Office,

New Delhi

Dear Sir,

Ref: RFP No. SBI:ITS/250/2018/287 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 supply, Install, test, commission and support the desired equipment detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

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

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within the period specified in this document.
~~~~~~

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-M** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. **We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**

8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.

10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.

11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

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

13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be communicated to the successful Bidder(s).

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

Dated this ..... day of 201

_____

(Signature) *(Name)*

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

_____

Seal of the company.

Annexure-B

Bidder's Eligibility Criteria

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

i. Commercial:

S. No.	Eligibility Criteria	Compliance (Yes/No)
1.	The Bidder must be empaneled at GITC, Mumbai, SBI for supply of Hardware to State Bank of India.	
2	The Bidder should agree to the terms and conditions of Service Level Agreement (format placed at **Annexure-M**), should they become L1/TC1 in the reverse auction to execute a contract with the Bank.	
14	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI GITC as on the date of Bid submission. **[No change/ addition or deletion to be made by the Bidder to any of the clauses.]**	

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

Signature

Seal of Company

Annexure-B1

Technical & Functional Specifications

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

ITEM CODE 1. LARGE SERVER

Report Server		
Components	**SPECIFICATIONS**	**Compliance (Y/N)**
Brand	**HP/DELL/SUN/IBM/CISCO/FUJITSU/ACER**	
Server	Rack Server	
CPU	1 Nos. X (Intel Six Core Xeon E5-2620, 2.0 GHz, 15 MB L3 Cache) or higher/Better **OR** 1 Nos. X (AMD 12 Core Opteron 6238, 2.6 GHz, 16 MB L3 Cache) or Better	
Chipset	Server class motherboard and chipset	
HDD	2 Nos. X (450GB 10K RPM SAS Drive) or higher (on RAID 1), Hot Swappable Disk	
RAM	32 GB (4x8) ECC DDR3 1066/1333 MHz or higher (scalable to 64 GB or higher)	
HDD Controllers	a) Integrated / Add-on SAS Raid Controller with Support for RAID 1 **b)** One no. SCSI/SAS controller card to connect to Ultrium tape drive with cables	
TAPE DRIVE	Ultrium 5 (1.5 TB/3.0 TB)	
Software	**Bundled licensed Software for taking Backup on LTO5 (Redhat Linux)**	
LAN CARD	2 Nos. PCIe Gigabit (100/1000 Nbps) Ethernet Cards on board	
HBA	2 Nos. Single port FC HBA 8 GBPS PCIe	
Expansion Slots & ports	i. Minimum 2 Nos. of PCI / PCIe slots ii. Minimum 1 Serial, 2 x RJ45 Ethernet, 4 USB ports, 1VGA	
Monitor **Other Peripherals**	18.5" TFT Colour Monitor or higher/better (TCO 05 certified) 104 keys normal keyboard, Optical Scroll Mouse with Pad	
Power Supply	80 + (±2) efficiency Server grade and dual redundant power supply	
Server Certification	Certification for Linux operating system	
OS Compatibility	Redhat Linux (64 bit) latest version	

ITEM CODE 2. SAN STORAGE

SAN Storage		
Components	**SPECIFICATIONS**	**Compliance (Y/N)**
Brand	**HP/DELL/SUN/IBM/EMC**	
RAID level	Raid Array supporting 0, 1, 0+1, 5 levels	
Technology	The RAID implementation should be hardware based and should be based on Fibre channel technology	
Architecture	The array should have support for 2 nos. Of array controllers for better performance and redundancy. Each Raid Controller should have minimum 2 GB cache with minimum 2 nos. of 8 GBPS host FC ports and 2 nos. of physical 6 GBPS SAS ports for backend drive connectivity (total minimum 4 GB cache across two controllers)	
Reliability	The disk array should support dual, redundant, Active-Active paths via switches and HBAs so that disks are accessible always to the RAID controller in case of any component or path failure. (No single point of Failure Architecture). Should have internal environment monitoring.	
Disk drives	Minimum 16 TB after RAID 5 with 2 TB 15K RPM 6 Gbps SAS drives (excluding one hot spare disk) The storage should be expandable up to 25 TB after RAID 5.	
Volume Expansion	The storage system should support dynamic volume expansion.	
RAID level mixing	It should support a mix and match of RAID levels behind a pair of controllers.	
No SPOF	Disk array should have no single point of failures (NSPoF), component and function level redundancy to provide high availability features for all the components at RAID controller level, redundant power supply and redundant cooling fans. Each controller should have dual power supplies and dual cache batteries.	
Sparing	Should have Global Online Spare pools, to reduce the risk of data loss by facilitating automatic rebuilds after drive failure.	
OS Support	Support for industry-leading Operating System platforms including Microsoft windows 2008 (Standard/Enterprise), UNIX, Redhat Linux etc.	

Annexure-C

Bill of Material and Compliances

Sr. No.	Particulars of Equipment required	Details of equipment to be supplied	Compliance (Y / N)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Dated this ..... day of 201

_____

(Signature) *(Name)* *(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

Annexure-D

Bidder Details

Details of the Bidder

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

Signature and Seal of Company

Annexure-E

Scope of Work

Supply, installation, testing and commissioning, integration of computer hardware and services with support under Warranty.

Annexure-F

Commercial Bid

The commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **"Commercial Bid for Procurement of Server & SAN Storage".**

Name of the Bidder:

Item code 1. Large Server_

Sr. No.	Item	Qty	Rate per item	Amount in Rs.	Proportion to Total Cost (in %age) #
a	**Server**	**1**			
2.	Installation/ Commissioning				
3.	Comprehensive warranty for software and hardware mentioned in items above for 3 years from the go live date, including annual renewal cost, if any				
4.	Comprehensive annual maintenance for software and hardware mentioned above for 3 years, including annual renewal cost, if any, after the end of comprehensive warranty.* (This cost should be in the range of 8% to 12 % p.a. of the product cost for hardware and 15% to 25% p.a. of license cost of software).				
Sub-Total 'A'					
b. Training and Certification from OEM					
Sub-Total 'B'					
c. Support					
Sub-Total 'C'					

Summary of Quote (Item Code 1): (PR set up and DR setup)

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

Item Code 2. SAN Storage

Sr. No.	Item	QTY	Rate per item	Amount in Rs.	Proportion to Total Cost (in %age) #
a	**SAN Storage**	**1**			
2.	Installation/ Commissioning				
3.	Comprehensive warranty for software and hardware mentioned in items above for 3 years from the go live date, including annual renewal cost, if any				
4.	Comprehensive annual maintenance for software and hardware mentioned above for 3 years, including annual renewal cost, if any, after the end of comprehensive warranty.* (This cost should be in the range of 8% to 12 % p.a. of the product cost for hardware and 15% to 25% p.a. of license cost of software).				
Sub-Total 'A'					
b. Training and Certification from OEM					
Sub-Total 'B'					
c. Support					
Sub-Total 'C'					

Summary of Quote (Item Code 2): (PR set up and DR setup)

Particulars	Quote (INR)	Proportion to Total Cost of D (in %age) #

(a) Location A -- (Sub-Total 'A' above)		
(b) Training-- (Sub-Total 'B' above)		
(c)Support (Sub-Total 'C' above)		
(D) Grand Total (A + B + C)**		

Breakup of Taxes and Duties

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

Signature

The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1/TC1 Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%.

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

* The amount quoted here should be for 3 years.
** This will be the Total Cost of Ownership (TCO)

Signature

Seal of Company

Annexure-G

Undertaking of Authenticity

To:

(Name and address of Procuring Office)

Sub: Undertaking of Authenticity for Hardware & Software Supplies
Ref: RFP No. ITS/250/2018/287 Dated 11/06/2018

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

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

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

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

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

Dated this ..... day of 201

_____

(Signature) *(Name)* *(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

_____

ANNEXURE- H

MANUFACTURERS' AUTHORIZATION FORM

No. Date:

To:

Dear Sir:

Ref: RFP No.ITS/250/2018/287 dated 11/06/2018

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

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

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

(a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and

(b) in the event of termination of production of such Products:

(i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the Products, if requested.

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

Yours faithfully,

(Name of Manufacturer / Producer)

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

ANNEXURE-I

FORMAT FOR EMD BANK GUARANTEE

To:

Dear Sir,

EMD BANK GUARANTEE FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF COMPUTER HARDWARE, SOFTWARE & PERIPHERALS
AS ARE SET OUT IN THE SBI RFP NO.ITS/250/2018/287 DATED 11/06/2018

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and *commissioning of ……..to State Bank of India* and such services as are set out in the State Bank of India, Request for Proposal **.ITS/250/2018/287 dated 11/06/2018**.

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

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

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs._____/- (Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating

the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of Rs._____/- (Rupees _____ Only)

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

d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said 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)

ANNEXURE–J

PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

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

WHEREAS M/s_____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services (hereinafter referred to as **"Services")** to SBI in accordance with the Request for Proposal (RFP) No. ITS/250/2018/287 dated 11/06/2018.

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 not withstanding 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

ANNEXURE-K

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

Date:

M/s.----------

Sub: Certificate of commissioning of Solution

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

   a) Bid No. ._____ dated _____ ___

   b) Description of the Solution _____

   c) Quantity _____

   d) Date of commissioning _____

   e) Date of acceptance test _____

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

   S.No. Description Amount to be recovered

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

4. The Vendor has fulfilled his contractual obligations satisfactorily*

   or

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

   (a)

(b)

(c)

5. The amount of recovery on account of non-supply of Products is given under Para No. 2.

6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with stamp _____

_____

* Explanatory notes for filling up the certificates:

(a) The Vendor has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.

(b) The Vendor has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.

(c) Training of personnel has been done by the Vendor as specified in the contract.

(d) In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.

ANNEXURE-L

Penalties & SLA terms

1. Delivery of all equipment should be within 4 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 5 weeks from date of Purchase Order, a penalty of one (1) percent of the total cost of equipment for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipment will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.

2. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

3. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be **36 months from date of installation or 39 months from date of delivery, whichever is earlier.**

4. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.

5. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

6. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

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

   a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.

b) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at Bank's premises and at the premises of The VENDOR.

c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 3 hours.

d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 5 hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day.

e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99% of the time on a 24 x7 x365 basis.

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

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

Total hours during the month = No. of working days x ___ hours

g) Penalties for SLA uptime shall be as under;

S. No.	Uptime Range	Penalty
1.	95% - 99%	Rs.2000/- per instance
2.	> 95%	Rs. 5000/- per instance

h) The VENDOR shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.

i) **Preventive maintenance**: the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the

interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

j) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.

k) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.

l) The Bank shall maintain a register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.

m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.

7. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.

8. The VENDOR's maintenance personnel shall, be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.

9. However if Bank desires to shift the equipment to a new site and 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.

10. Bank shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.

11. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other,

whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

12. If, in any month, the VENDOR does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to Bank on demand by Bank.

13. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the BANK.

14. **Future additions of Hardware / Software:**

14.1 The Bank would have the right to:

a) Shift supplied systems to an alternative site of its choice.

b) Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.

c) Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the vendor, or another vendor, or developed in-house.

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

14.2 The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

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

(Schedule of Events, Sl No 17) on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

ANNEXURE-M

Service Level Agreement

Agreement for …….

between

M/s…….

and

State Bank of India (SBI)

THIS Agreement is made by and between State Bank of India, a corporation incorporated under State Bank of India Act 1955 having one of its offices at ITS, LHO, 11, Parliament Street, New Delhi 110001 (hereinafter referred to as the "**SBI"**) which expression shall unless repugnant to the context, mean and include its successors and permitted assigns,

and

M/s……incorporated under the Companies Act 1956/2013…..having its registered Office at……*<Please provide address of the Service Provider>* which expression unless repugnant to the context shall mean and

include its successors and permitted assigns. SBI and M/s…… are each sometimes referred to individually as a "Party" and together as the "Parties."

WHEREAS, The Bank is desirous of availing or is availing services for _____;[1]

(i) _____;

(ii) _____; and

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

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

1 **COMMENCEMENT & TERM (Delete clauses that are not applicable)**

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

1.2 This Agreement shall be in force for a period of _____ year(s), unless terminated by the either party by notice in writing in accordance with the termination clauses of this Agreement.

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

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

2 **SCOPE OF SERVICES:**

2.1 The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is as follows:[2]

2.1.1 _____

2.1.2 _____

2.1.3 _____

OR

2.1 The scope……. is defined in the RFP No. …….titled as "…… …" dated dd/mm/yyyy and the Purchase Order dated dd/mm/yyyy issued to …….< name of the Service Provider>

3. All terms and conditions shall be same as mentioned in the RFP No.ITS/250/2018/287/ …. dated 11/06/2018 and the aforesaid Purchase Order dated dd/mm/yyyy

4. Copies of the above documents are appended to this agreement and shall form part & parcel of this agreement.

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 ……

By_____ By_____

Authorized Signature Authorized Signature

Name_____ Name_____

Designation_____ Designation_____

Date:_____ Date:_____

Witness:_____ Witness:_____

ANNEXURE-N

NON-DISCLOSURE AGREEMENT

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

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

And

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

And Whereas

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

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

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

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

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation,

information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

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

2. **Restrictions**

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

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

(1) the statutory auditors of the Bank and

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

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

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

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

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used 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		

ANNEXURE-O

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

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Confidential & Proprietary