REQUEST FOR PROPOSAL FOR PROCUREMENT, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HSM DEVICES FOR WEBCTS PROJECT

Ref: SBI/GITC/OPS/2018/19/493 dated 1st August 2018

OPERATIONS-PAYMENT SYSTEMS DEPARTMENT, GITC
STATE BANK OF INDIA,
3RD FLOOR, C WING, BALAJI BHAVAN,
SECTOR-11, CBD BELAPUR,
NAVI MUMBAI – 400 614.

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 **SBG** for **Procurement of HSM (Hardware Security Module) DEVICES FOR WEB-CTS APPLICATION DEPLOYED IN MEGHDOOT and HSM DEVICES FOR ENCRYPTION AND KEY MANAGEMENT**.

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

iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).

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

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

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

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

proposed hardware and services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

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

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

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

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

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

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

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

may result in rejection of the Bid.

3. **Definitions:**

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

i. **"The Bank"** means the State Bank of India (including domestic branches and foreign offices) and subsidiaries.

ii. **"Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP.

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

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

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

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

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

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

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

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

4. **Scope of Work:**

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

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

i. Bid is open to all Bidders who meet the eligibility criteria and Technical & functional specifications as given in **Annexure-B** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

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

ii. Bidders have to submit Bill of Material (BOM) and Compliances as given in **Annexure-C** of this document.

iii. ~~The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India **(Annexure- P**) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered. <***PRE-CONTRACT INTEGRITY PACT clause is applicable for all RFPs of value Rs. 10.00 (ten) crores and above. Please delete wherever not applicable***>~~

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 and time mentioned in the schedule of events.

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

iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.

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

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

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

8. Contents of bidding document:

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

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

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

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

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

9. Earnest Money Deposit (EMD):

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

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

iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-I**]**,** issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

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

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

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

vii. No interest is payable on EMD.

viii. The EMD may be forfeited: -

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

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

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

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

10. Bid Preparation and submission:

i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **Technical Proposal for SUPPLY OF HSM (HARDWARE SECURITY MODULE) DEVICES FOR WEBCTS APPLICATION in response to the RFP No. SBI/GITC/OPS/2018/19/493 dated 1ST Aug 2018.** This envelope should contain the following documents and **properly sealed**:

(a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
(b) Earnest Money Deposit (EMD) as specified in this document.
(c) A letter on Bidder's letterhead: -
  (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
  (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
  (iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.
  (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
  (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-B1 and Annexure-B2.**
(d) Bidder's details as per **Annexure-D** on Bidder's letter head.
(e) Licensing details of operating software/firmware.
(f) Undertaking of Authenticity - **Annexure-G**
(g) Format for Manufacturer's Authorization Form– **Annexure- H**
(h) Any deviations sought from technical criteria/specifications given in RFP.
(i) Audited balance sheets and profit and loss account statement for last three years
(j) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
(k) Detailed explanation of functioning of Hardware/firmware.

ii. A second sealed envelope prominently marked as **Indicative Price Proposal for "SUPPLY of HSM (Hardware Security Module) Devices for Web-CTS PROJECT in response to the RFP No. SBI/GITC/OPS/2018/19/493 dated 1ST Aug 2018. This envelope should contain only indicative price Bid strictly on the lines of Annexure-F1**.

The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

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

b. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.

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

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

e. The Bid document shall be 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.

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

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

h. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

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

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

k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

l. All the enclosures (Bid submission) shall be serially numbered with rubber

stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

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

n. The Bid document shall be spirally bound.

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

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

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

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

11. Deadline for Submission of Bids:

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

b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received 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 reverse auction**. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

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

c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

14. Bid integrity:

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

15. Bidding process/Opening of Technical Bids:

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

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

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

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

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

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

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

16. Technical Evaluation:

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

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

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

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

v. The evaluation will also take into account:

a. 'The product' to be supplied/services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
b. Does the proposed product handles the projected volumes and offers a proven solution to meet the requirements.
c. Is the product offered by the Bidder a complete system or does it have integrations with third party solutions.
d. Upgrade(s) assurance by the Bidder as per requirements of the Bank for the duration of the project.
e. Capability of the proposed product to meet future requirements outlined in the RFP.
f. Support on open platforms and product based on latest technology (both hardware, operating software/firmware).
g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period
h. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

17. Evaluation of Price Bids and Finalization:

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

ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given in Part II of this RFP document.

iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

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

v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F1** respectively within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.

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

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

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

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

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

18. Contacting the Bank:

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

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

19. Award Criteria:

i. Bank will notify successful Bidder(s) ***(L1)*** in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within ***7* working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

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

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

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

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

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

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

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

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

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

20. Powers to Vary or Omit Work:

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

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

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

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

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

22. Change in Orders:

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

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

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

23. Contract Amendments:

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

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

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

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

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

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

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

26. Performance Bank Guarantee:

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

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

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

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

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

28. Delivery, Installation, Commissioning& Documentation:

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

ii. Delivery, installation and commissioning of the equipment shall be made by the Vendor in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Annexure-E1** of this document.

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

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

v. In addition, vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The product(s) are considered accepted (commissioned and operationalised) after signing the

Acceptance Test Plan (ATP) document jointly by the representative of the Bank and the engineer from the vendor on the lines of **Annexure-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The 'Acceptance Test Plan' document shall be deemed to form a part of the Agreement, to be signed between the vendor and the SBI. On the evaluation of the Acceptance Test results, if required, in view of the performance of the products/services (including hardware equipments/ components/ software), as observed during the Acceptance Test, the Bidder shall take remedial measures including up gradation of any of the components there under, 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.

29. Services:

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

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

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

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

30. Warranty and Annual Maintenance Contract:

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

ii. During the warranty and AMC period (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 there under), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period (warranty and AMC, 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 GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance.

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

v. Warranty/ AMC (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 equipments at his own cost including the cost of transport.

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

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

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

31. Compliance with IS Security Policy:

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

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

32. Penalty/SLA conditions:

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

33. Right to Verification:

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

34. Purchase Price:

i. Total cost of product/solution (hardware equipments/ components/ software) with support (warranty and AMC, 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.

35. Inspection and Quality Control Tests

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

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

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

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

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

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

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

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

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

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

36. Right to Audit:

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

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

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

37. Subcontracting:

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

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

38. Insurance:

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

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

a) initiate and pursue claim till settlement and

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

39. Validity of Agreement:

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

40. Limitation of liability:

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

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

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

41. Confidentiality:

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

ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of

this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

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

42. Delay in the Vendor's Performance:

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

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

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

43. Vendor's obligations:

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

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

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

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

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

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

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

44. Technical Documentation:

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

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

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

45.Patent Rights/Intellectual Property Rights:

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

(ii) Notwithstanding anything mentioned herein, Service Provider shall, indemnify and keep indemnified the Bank at all times at its expense against all legal actions, claims, any loss or damages, at its expense, any claim or suit brought against the Bank alleging that a Product infringes a, trade mark, trade name, patent, copyright, trade secrets of any other IPR, industrial design or any other intellectual property rights of the third party("IP Claim") and shall pay all cost, legal fee and monetary damages awarded against the Bank in a preliminary, interim or final order of the court or on Bank's behalf in a settlement of IP Claim that Service Provider has agreed to in writing, subject to the following condition(s) mentioned in clause 45 (iii).

(iii) The Bank shall (a) promptly notify the Service Provider in writing of any IP Claim or allegations of infringement of which it has notice ("Claim Notice");(b) gives Service Provider reasonably requested information within its knowledge and cooperation and authority to defend and settle the IP Claim without prejudice to the rights of Bank. (c) The Bank shall not make any admission of claims against such claims without the Service Provider's prior written consent.

(iv) In handling the IP Claim, Service Provider shall endeavour to obtain for Bank the right to continue using the Product or replace or modify the Product, without materially impacting or affecting Bank's intended use of the Product, so that it becomes non-infringing. If Service Provider determines that neither of the foregoing is available, upon Service Provider's written request to Bank, Bank shall promptly return the Product to Service Provider at Service Provider's cost and expenses, and Service Provider shall promptly refund Bank the charges Bank paid Service Provider for the Product.

(v) However, obligations set forth in clause 45 (ii) shall not apply if the alleged infringement arises from (a) Service Provider's compliance with any of Bank's designs, specifications, or instructions; (b) any modifications or changes in the Product by the Bank (c) combination or use of the Product with any other product not provided by the Service Provider to the Bank.

(vi) This clause sets forth Service Provider's entire obligations, and Bank's exclusive remedies, with respect to intellectual property infringement, including any IP Claim.

46. Liquidated Damages:

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

47. Conflict of Interest:

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

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

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

account for computing the shareholding of such controlling person in the Subject Person; and

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

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

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

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

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

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

48. Fraud & Corrupt Practices:

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

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

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

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

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

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

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

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

49. Termination for Default:

i. The Bank, without prejudice to any other 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.

50. Force Majeure:

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

ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government,

impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

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

51. Termination for Insolvency:

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

52. Termination for Convenience:

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

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

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

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

54. Governing Language:
The governing language shall be English.

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

56. Taxes and Duties:

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

b. Prices quoted should be exclusive of all GST, 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, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet **(Annexure-F1).**

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-F1** will be payable by the Bank on actual upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F1** 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-F1.**

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

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

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

57. Tax deduction at Source:

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

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

58. Right to use defective product:

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

59. Tender Fee:

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

60. Notices:

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

****

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)	(1) Deputy General Manager Operations Payment- Systems State Bank Global IT Centre 3rd Floor, C-wing, Balaji Bhavan C.B.D. Belapur, Navi Mumbai, (2) Vijayalakshmi Krishnan (AGM-Systems) vijayalakshmi.k@sbi.co.in, (3) Vijay Ram (Manager) vijay.ram1@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	- RFP may be downloaded from Bank's website https://www.sbi.co.in ➢ procurement news from 1st Aug 2018 to 21st Aug 2018
3	Last date for requesting clarification	Upto 3 PM (time) on 3rd Aug 2018 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail
4	Pre - Bid Meeting at (venue)	From 11 AM to 12 noon on 7th Aug 2018 at Balaji Bhavan, Belapur
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	10th Aug 2018 – shall be uploaded on site
6	Last date and time for Bid submission	12 noon on 21st Aug 2018
7	Address for submission of Bids	State Bank of India, Operations – Payment Systems, GITC III Floor, C Wing, Balaji Bhavan, Sector 11, Belapur CBD, Navi Mumbai
8	Date and Time of opening of Technical Bids	3:30 PM on 21st Aug 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	11 AM on 28th Aug 2018 OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
10	Reverse Auction	11 AM on 31st Aug 2018

		OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Amount Rs. 10,000/- Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India	
12	Earnest Money Deposit	Rs. 15,10,000/-	**Validity period from the date of Bid opening – 180 Days**
13	Performance Bank Guarantee	20% of contract value	Validity period from the date of purchase order – Five years and three months
14	Price validity from the date of price discovery	One year extendable by a maximum of one year subject to satisfactory performance	
15	Contact details of agency appointed for conducting Reverse Auction	e-Procurement Technologies Pvt. Ltd. (abcprocure.com) B-705, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- 91 - 079 - 4001 6860 / 6861 / 079 - 4001 6863 / 6864 / 6877 Fax:- 91 - 079 - 4001 6876 http://SBI.abcprocure.com	
16	Delivery schedule	As per Purchase Order	
17	Terms of payment	1) Payment shall be made in Indian Rupees (a) 90% of the total amount due on Delivery and installation. Payment will be released within 21 days on receipt of Invoice and Installation and Commissioning Certificate duly signed by the Bank. As already stated, for reasons of delays in installation and commissioning not attributable to the Bank the liquidated damages may be levied as stated. (b) Balance 10% after the expiry of warranty period OR Against submission of Bank Guarantee from a Scheduled Commercial Bank other than SBI or its Associates, for an equivalent amount valid for the period of 13 months from the date of acceptance.	

		2) Payments will not be released for any part-shipment or short-shipments.
18	Delivery locations	As per Purchase Order
19	Liquidated damages	If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the 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, a sum equivalent to 1% (one percent) per week or part thereof of contract price subject to maximum deduction of 10% (Ten percent) of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, the Bank may consider termination of the Contract.
20	Transition Penalty	15% of the procurement value.
21	Details of hardware items offered for buy back and its location *(where applicable)*	N/A

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:

Deputy General Manager

Operations Payment- Systems

State Bank Global IT Centre

3rd Floor, C-wing, Balaji Bhawan

C.B.D. Belapur, Navi Mumbai.

Dear Sir,

Ref: RFPNo.SBI:xx:xxdated dd/mm/yyyy
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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

2. While submitting this Bid, we certify that:

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

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

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

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

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

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

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

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

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

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

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

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

14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).

15. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.

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

Dated this ..... day of 201

_____

(Signature) *(Name)*

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____

Seal of the company.

Annexure-B

Bidder's Eligibility Criteria

Note: In case of open RFP, suitable eligibility criteria be fixed and mentioned in the table. A proforma and some of the indicative eligibility criteria are given below.

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)	Documents to be submitted
1.	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.		Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The Bidder must have an average turnover of minimum Rs.10 Crores per year towards direct sales of Security devices for Bank Automation Projects for last 4 (four) financial years i.e., 2014-15, 2015-16, 2016-17 and 2017-18.		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years specifying the sales figures.
3.-	The Bidder should be a profitable organization (on the basis of Profit After Tax) for last 3 (three) financial years i.e., 2014-15, 2015-16 and 2016-17		Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant
4.	Bidder should have experience of minimum 3 (three) years in providing the product / services, i.e. Sales & service of HSM devices.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
5	Client references (at least 3 (three) references) and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past.		1. 2. 3.
6.	Deployment Methodologies		Documents on deployment framework, tools, templates & utilities to be provided.
7.	Past/present litigations, disputes, if any (Adverse litigations could result		Brief details of litigations, disputes, if any are to be given on Company's letter head. In case of no such

	in disqualification, at the sole discretion of the Bank)		litigations, the same should be certified on company's letterhead.
8.	Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank during the last 5 years.		Bidder should specifically confirm on their letter head in this regard.
9.	Bidder should have been in operation for minimum 5 years		Length of existence of Bidder should be mentioned.
10.	The Bidder/ OEM should have support setup with 2 hours of response time in Primary and DR locations.		Bidder should specifically confirm on their letterhead in this regard.
11.	The OEM should be a company and have a local presence of support center and level 3 (highest escalation) locally in India.		Bidder should specifically confirm on their letterhead in this regard.
12.	At least 3 (three) reference of the implementation in India should be provided for a similar deployment.		Bidder should specifically mention this on their letter head.
13	The Bidder should agree to the terms and conditions of Service Level Agreement (format placed at **Annexure-M**), should they become L1 in the reverse auction to execute a contract with the Bank.		Bidder should specifically confirm on their letter head in this regard.
14	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI GITC as on the date of Bid submission. **[No change/addition or deletion to be made by the Bidder to any of the clauses.]**		Bidder should specifically confirm on their letter head in this regard.

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-B11

Technical & Functional Specifications for HSM DEVICES FOR WEBCTS PROJECT

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

Sr.No.	Required Minimum Specifications	Compliance (Yes / No)
1	**Physical Characteristics**	
	Should be Rack Mountable	
	Input Voltage – 220-240 V AC 50Hz	
	Operating Temperature range must include 15 degree Centigrade to 35 degree centigrade	
	Operating humidity range must be better than 30 to 70 (RH) Non-condensing at 35 degree centigrade	
	Protection against physical attacks such as use of potting of critical components, tamper evident security labels etc.	
	Device should have at least two Ethernet ports [Min. Speed one Gigabit for each port].	
2	**Supported operating systems**	
	OS Support- Windows Server 2008,2012, IBM AIX, Linux for x86,Solaris,HP-UX	
3	**Virtual system Support**	
	HSM should be supported on Virtual Machines VMWare, Hyper-V,Xen, etc.,	
4	**Host connectivity**	
	Dual TCP/IP Network based appliance-Gigabit Ethernet connectivity. Device should support IPV4 & IPV6	
5	**Safety, security and environmental compliance**	
	Should comply to standards like FIPS 140-2 Level 3, ROHS,CC EAL4+,FCC Part15 Class B	
	Remote PED support for authentication	
	Device should implement an IP based limiting feature to limit access from unauthorized servers.	
6	**Secure Transport Mode**	
	The HSM should support secure transport mode i.e. Temporary tamper state to insure security when HSM is being moved from one facility to another	
7	**Application Interfaces (APIs)**	
	Compatibility: PKCS#11, CAPI, JCE/JCA, OpenSSL, Microsoft CAPI and CNG, etc.,	
8	**High Availability**	
	The HSM should support High availability mode i.e. Clustering and Load Balancing.	

Sr.No.	Required Minimum Specifications	Compliance (Yes / No)
9	**Power source**	
	Dual hot-swap power supplies, field serviceable	
10	**Monitoring**	
	Storing of event based audit logs and standard mechanisms for viewing logs and Syslog diagnostics support	
	Device should have GUI/CLI available for remote and local management and administration of HSM and key management. Utilization statistics, health status can be monitored through this GUI/CLI.	
11	**Reliability**	
	MTBF: Minimum 40000 hrs	
12	**Scalability**	
	Scalable to meet Bank's future requirements / volumes.	
13	**Licenses**	
	Supply should include all the necessary licenses required for meeting the all technical specifications.	
14	**Support**	
	Provide new version upgrades, updates, patches, etc. for all the components / sub- components through the period of contract. 24/7 telephonic and email OEM support infrastructure based out of India and Support Administration – including adding applications, updating firmware and checking the status from NOC. Engineer should visit for above activity at Bank location.	
	Support SNMP and REST based API's for monitoring/ administration of HSM and for supporting integration with other security applications like PIMS,SOC	
	OEM to submit best practices / secure configuration document for the device.	
15	**Functionality**	
	Network based HSM for Web based CTS should be integrated with the Bank's Web-CTS application in Bank's own cloud Meghdoot It should store certificate/keys related to digital signature It should perform Digital Signing of Cheque Images and Data using Class II Certificate.	
	During the Product life, that is, warranty of 1 year and AMC of 4 years, device should able to sign the documents without performance issues.	
16	**Partitions/Virtual HSM**	
	The HSM should support at least 20 partitions at no additional cost to the Bank	
	The proposed HSM should have minimum 20 Partitions / Virtual HSM with each having its own serial number so as it can allow to store different certificates in each partition.	

Sr.No.	Required Minimum Specifications	Compliance (Yes / No)
	Each partition should be protected with unique set of user-id and password to grant access.	
	The HSM should have support access from at-least 25 Application hosted server at no additional cost to bank.	
17	**Speed**	
	Signing speed: RSA 2048 bit – at least 3500 Signatures per seconds	
18	**Cryptographic Standards**	
	Device should support latest Asymmetric algorithms Like; DSA (1024-3072), Diffie-Hellman, KCDSA, Elliptic Curve Cryptography (ECDSA, ECDH, ECIES) with named, user-defined and Brainpool curves	
	Device should support Hashing, decryption also, to support future requirements like inward clearance	
19	**Auditing**	
	HSM should support storing of expired certificate/keys for auditing and forensic analysis	

Annexure-C1

Bill of Material and Compliances – HSM DEVICES FOR WEBCTS PROJECT

Sr.No.	Required Minimum Specifications	Details of equipment to be supplied	Compliance (Yes / No)
1	**Physical Characteristics**		
	Should be Rack Mountable		
	Input Voltage – 220-240 V AC 50Hz		
	Operating Temperature range must include 15 degree Centigrade to 35 degree centigrade		
	Operating humidity range must be better than 30 to 70 (RH) Non-condensing at 35 degree centigrade		
	Protection against physical attacks such as use of potting of critical components, tamper evident security labels etc.		
	Device should have at least two Ethernet ports [Min. Speed one Gigabit for each port].		
2	**Supported operating systems**		
	OS Support- Windows Server 2008,2012, IBM AIX, Linux for x86,Solaris,HP-UX		
3	**Virtual system Support**		
	HSM should be supported on Virtual Machines VMWare, Hyper-V,Xen, etc.,		
4	**Host connectivity**		
	Dual TCP/IP Network based appliance-Gigabit Ethernet connectivity. Device should support IPV4 & IPV6		
5	**Safety, security and environmental compliance**		
	Should comply to standards like FIPS 140-2 Level 3, ROHS,CC EAL4+,FCC Part15 Class B		
	Remote PED support for authentication		
	Device should implement an IP based limiting feature to limit access from unauthorized servers.		
6	**Secure Transport Mode**		
	The HSM should support secure transport mode i.e. Temporary tamper state to insure security when HSM is being moved from one facility to another		
7	**Application Interfaces (APIs)**		
	Compatibility: PKCS#11, CAPI, JCE/JCA, OpenSSL, Microsoft CAPI and CNG, etc.,		

Sr.No.	Required Minimum Specifications	Details of equipment to be supplied	Compliance (Yes / No)
8	**High Availability**		
	The HSM should support High availability mode i.e. Clustering and Load Balancing.		
9	**Power source**		
	Dual hot-swap power supplies, field serviceable		
10	**Monitoring**		
	Storing of event based audit logs and standard mechanisms for viewing logs and Syslog diagnostics support		
	Device should have GUI/CLI available for remote and local management and administration of HSM and key management. Utilization statistics, health status can be monitored through this GUI/CLI.		
11	**Reliability**		
	MTBF: Minimum 40000 hrs		
12	**Scalability**		
	Scalable to meet Bank's future requirements / volumes.		
13	**Licenses**		
	Supply should include all the necessary licenses required for meeting the all technical specifications.		
14	**Support**		
	Provide new version upgrades, updates, patches, etc. for all the components / sub-components through the period of contract. 24/7 telephonic and email OEM support infrastructure based out of India and Support Administration – including adding applications, updating firmware and checking the status from NOC. Engineer should visit for above activity at Bank location.		
	Support SNMP and REST based API's for monitoring/ administration of HSM and for supporting integration with other security applications like PIMS,SOC		
	OEM to submit best practices / secure configuration document for the device.		
15	**Functionality**		
	Network based HSM for Web based CTS should be integrated with the Bank's Web-CTS application in Bank's own cloud Meghdoot		

Sr.No.	Required Minimum Specifications	Details of equipment to be supplied	Compliance (Yes / No)
	It should store certificate/keys related to digital signature It should perform Digital Signing of Cheque Images and Data using Class II Certificate.		
	During the Product life, that is, warranty of 1 year and AMC of 4 years, device should able to sign the documents without performance issues.		
16	**Partitions/Virtual HSM**		
	The HSM should support at least 25 partitions at no additional cost to the Bank		
	The proposed HSM should have minimum 25 Partitions / Virtual HSM with each having its own serial number so as it can allow to store different certificates in each partition. Each partition should be protected with unique set of user-id and password to grant access.		
	The HSM should have support access from at-least 25 Application hosted server at no additional cost to bank.		
17	**Speed**		
	Signing speed: RSA 2048 bit – at least 3500 Signatures per seconds		
18	**Cryptographic Standards**		
	Device should support latest Asymmetric algorithms Like; DSA (1024-3072), Diffie-Hellman, KCDSA, Elliptic Curve Cryptography (ECDSA, ECDH, ECIES) with named, user-defined and Brainpool curves		
	Device should support Hashing, decryption also, to support future requirements like inward clearance		
19	**Auditing**		
	HSM should support storing of expired certificate/keys for auditing and forensic analysis		

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 Name Designation Address Phone Number (Landline) Mobile Number Fax Number Email Address	

Signature and Seal of Company

Annexure-E 1

Scope of Work – HSM DEVICE for WEBCTS PROJECT

1. Broad scope shall be Supply, installation, testing, commissioning, Annual maintenance of Hardware Security Module (HSM) along with operating system and other peripherals at DC, DR and Per-Prod/UAT site on pan-India basis for Cheque Truncation System (WebCTS) to perform Digital Signing of Cheque Images and Data using Class II Certificate.

2. To provide all necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weight age would be given for higher configurations.

3. Flexible Backup and Disaster Recovery Options: HSM should provide secure, auditable and flexible options to simplify backup, duplication, and disaster recovery. Key backups can be performed locally or remotely.

4. Secure Audit Logging: HSM should have been configured to selectively log HSM events for security auditing purposes. This allows for separation of duties between an Audit Officer/Team and the people they are auditing.

5. Upgrades / Changes, if any in Product / Firmware / software to comply with Bank's IS policy.

6. Licenses for integration of HSM with other applications of the Bank, if required.

7. HSM version upgradations and patch deployment on regular basis.

8. As per Bank's need and activities / applications supported by these HSMs, in future, Bank may use these HSM for other activities.

9. Integration of HSM with different devices / systems like PIMS, ITAM, SOC, etc. The device has to be integrated and tested with Banks WebCTS Application Software for Digital Signing.

10. The devices should conform to the specifications detailed in Annexure B11.

11. The bidder shall provide all the products from the same OEM (including accessories etc.)

12. The Product should be as per the technical specifications provided in Annexure-B11 and should be supplied and delivered within overall **4 weeks** from the date of purchase order. **The locations where the devices shall be delivered will be specified in the Purchase Order**. The delivery shall happen during normal office hours and as per the time schedules mentioned in the respective Purchase Orders.

13. Bidder to provide all necessary hardware and software required to make the equipment work strictly as per technical specifications. The technical specifications specified in this document are minimum and the bidder can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.

14. Bidder shall ensure that all supplies (hardware, software etc.) must not be End of Life (EoL) and End-of-Software Support (EoSS) for at least 7 years from the date of purchase order. In case the OEM has not declared the EoL/EoSS dates for one or more product model(s) proposed by the bidder, the bidder has to submit a letter of undertaking from the OEM on OEM's Letterhead confirming (a) OEM has not declared the EoL/EoSS dates for the products under reference as on the date of issue of the letter (which shall be on or after the release date of the RFP), and (b) the products shall not be EoL/EoSS for at least 7 years from the date of purchase order of the same. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of switches with equivalent or higher specifications (working in Bank's environment) which will not reach EoL/EoSS for the remaining duration of the contract at no extra cost to the Bank. This replacement must be completed 6 months prior to the date of EoL/EoSS of the current HSM models.

15. The HSM devices shall include all components and subcomponents including power cables, accessories, modules, and hardware/software licenses (required for commissioning of the Product as a part of RFP) and shall be supplied by the bidder at no extra cost to the Bank.

16. Bidder has to provide equipment with rack mounting kit to accommodate all components in the rack space provided in the Bank's branches/offices.

17. Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.

18. The bidder must have a good qualified technical staff with valid certification from the OEM (being represented by them) to understand the technical problems and provide proper resolution. **Bidder has to appoint a SPoC for this RFP for the entire duration of the contract.**

19. If during the contract period it is found that one or more features specified in this RFP is/are not supported, the bidder has to replace earlier supplied device with a device meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the bidder.

20. Bidder has to submit escalation matrix and share with the Bank the updated/revised escalation matrix as and when there is any change in the said document.

21. The Purchase Order may be placed in part or full by the Bank. The quantity or number of equipment to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity. The Bank, however, reserves the right to procure extra quantity during the validity period of the offer. The different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by the Bank. The bidder has to advise the Bank/NI about the movements of their shipment well in advance.

22. Bidder should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the bidder. However, in case of necessity for outsourcing the contract to sub-contractors, prior written approval by the Bank has to be obtained.

23. Bidder should provide support with its own resources which are on their permanent payroll.

24. All products updates, upgrades and patches should be provided by the bidder free of cost for these devices.

25. The bidder should keep the Bank explicitly informed about the end of support dates on related products/ hardware as soon as they are declared by the OEM.

26. Software support and development (i.e. products updates, upgrades & patches) to be made available for a minimum of 7 years from the date of purchase order. Bidder/OEM should also fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any cost during the contract period. However, if the security observations cannot be closed and replacement is the only option to close the observations, then the bidder has to replace the device(s) with device meeting all the specifications of the RFP at no extra cost to the Bank.

27. The bidder will arrange for team of experts for the Product from OEM to carry out troubleshooting if required at the time of installation and integration with the Bank’s infrastructure in coordination with the Networking and Communication Department of State Bank of India, GITC Belapur & Network Integrator of the Bank

28. Bidder should provide vulnerabilities and patch related information as and when release by OEM to Bank's Network Integrator for all quoted models. In any case, vulnerabilities should not be kept hidden until patch release.

Annexure-F1

Indicative Commercial Bid – HSM DEVICE FOR WEBCTS PROJECT

The indicative commercial Bid needs to contain the information listed hereunder in a Sealed envelope bearing the identification – "Indicative Commercial Bid for Procurement of Hardware Security Module (HSM)".

Name of the Bidder:

Location (A) PR Site

Sr. No.	Item	Quantity	Rate per item	Amount in Rs.	Proportion to Total Cost of A (in %age) #
a	Hardware Security Module (HSM) (External Rack Mountable) (Incl. 1 year Warranty)				
1	**Sub-Total**				
2.	Installation / Commissioning/ Configurations				
3.	Comprehensive warranty for software and hardware mentioned in items above for 1 year from the go live date, including annual renewal cost, if any.				
4.	Comprehensive annual maintenance for software and hardware mentioned above for 4 years at the rate of 8% p.a, including annual renewal cost after the end of comprehensive warranty.*				
Sub-Total 'A'					

Location (B) DR Site

Sr. No.	Item	Quantity	Rate per item	Total Quote (INR)	Proportion to Total Cost of B (in %age) #
a	Hardware Security Module (HSM) (External Rack Mountable) (Incl. 1 year Warranty)				
b					
1	**Sub-Total**				

2.	Installation/ Commissioning/ Configuration				
3.	Comprehensive warranty for software and hardware mentioned in items above for 1 year from the go live date, including annual renewal cost, if any				
4.	Comprehensive annual maintenance for software and hardware mentioned above for 4 years, including annual renewal cost at 8 % P.a, after the end of comprehensive warranty.*				
Sub-Total 'B'					

c. Training and Certification

Sr. No.	**Item**	**Quote (INR)**	**Proportion to Total Cost (in %age) #**
1.	Training and Certification (from OEM) for---------- ----------		
Sub-Total 'C'			

d. Support

Sr. No.	**Item**	**Quote (INR)**	**Proportion to Total Cost (in %age) #**
1.			
Sub-Total 'D'			

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

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

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

.

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

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 one year from the go live date			
7.	Comprehensive annual maintenance for software and hardware for four. years after the end of comprehensive warranty.			
Grand Total				

Signature

Seal of Company

Illustration

Particulars	Indicative Price Bid Quote (INR)	Proportion to Total Cost (in %age)	L1 Price (INR)	Minimum final price should not be below (INR)*	Maximum final price should not exceed (INR)**
A	*B*	*C*	*D*	*E*	*F*
(a) Item A	25	13.16		9.38	10.36
(b) Item B	50	26.32		18.75	20.72
(c) Item C	75	39.47		28.13	31.09
(d) Item D	40	21.05		15.00	16.58
(e) Grand Total (a + b + c + d)	**190**	**100**	**75**		

*Computed as 'C' percentage of 'D' less 5%.
**Computed as 'C' percentage of 'D' plus 5%.

Annexure-G

Undertaking of Authenticity

To:

Deputy General Manager (Ops-PS)
State Bank of India
3rd Floor, C-Wing, SBI GITC,
Balaji Bhawan, C.B.D. Belapur
Navi Mumbai- 400614

Sub: Undertaking of Authenticity for Hardware & Software Supplies
Ref: RFP No. SBI/GITC/OPS/2018/19/493 dated 1ST Aug 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:

The Deputy General Manager (Ops-PS)
State Bank of India
3rd Floor, C-Wing, SBI GITC,
Balaji Bhawan, C.B.D. Belapur
Navi Mumbai- 400614

Dear Sir:

Ref: RFP No. SBI/GITC/OPS/2018/19/493 dated 1ST Aug 2018

We, who are established and reputable manufacturers / producers of _____having factories / development facilities at (*address of factory / facility)* do hereby authorize 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 and maintenance of Hardware Security Module (HSM) devices,along with operating system and other peripherals at DC, DR and UAT/ Pre-Prod site

As set out in the SBI RFP No. **SBI/GITC/OPS/2018/19/493 dated 1ST Aug 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 HSM* (Hardware Security Module) *to State Bank of India* and such services as are set out in the State Bank of India, Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

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

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

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

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

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

6. We hereby further agree that –

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

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

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

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

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said 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 tosupply of hardware/software and/ or services(hereinafter referred to as **"Services")** to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

,

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of 5 (five) years.

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 63v (sixty three) 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 63 months 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 (four).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 4 (four) weeks from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
2. The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.
3. Warranty for Hardware Components: Onsite comprehensive warranty / AMC for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 60 months (12 months Warranty + 48 months AMC) from date of installation or 63 months from date of delivery, whichever is later.
4. Warranty for the System Software/off-the-shelf Software will be provided to the Bank as per the general conditions of sale of such software.
5. The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
6. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of three years from the date of acceptance of the hardware and software. The vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. The Vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
7. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

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

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

c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 2 hours.

d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 4 (four) 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 99.99 % on a 24 x 07 x 365 basis. Slowness of system, In which transactions are impacting will be considered as down time and, accordingly penalties will be imposed.

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 24 hours

g) Penalties for SLA uptime shall be as under;

S.No	Period of delay	Penalty
1.	0 – 4 hours of request / lodgement	Nil
2.	>Four hours up to eight hours of request / lodgement	Rs. 10,000 Per hour or part thereof
3.	> Eight hours up to twelve hours of request / lodgement	Rs. 40,000 + Rs.20,000 Per hour or part thereof)
4.	> Twelve hours up to twenty four hours of request / lodgement	Rs.1,20,000+(Rs.40,000 Per hour or part thereof)

5.	> Twenty-four hours of request / lodgement	Rs.6,00,000+(Rs.80000 Per hour or part thereof)

Illustrations

Period of delay	**Penalty**
16 Hours of request / lodgement	Rs. 2,80,000 {120000+(40000*4)}
14 hours 30 minutes of request / lodgement	Rs. 2,40,000 {120000+(40000*3)}
3 hours of request of request / lodgement	Nil
26 hours of request / lodgement	Rs.7,60,000 {600000+(80000*2)}

Service Availability

S.No	**Service Availablity [Quarterly]**	**Penalty amount**
1.	99.99% or Better	NO PENALTY
2.	99.98% to 99.95%	Rs. 25,000/-
3.	99.94 to 99.50%	Rs. 35,000/-
4.	99.49 to 99.00	Rs. 50,000/-
5.	< 99.00%	Rs. 100,000/- for every 1% or part thereof, degradation

Illustration

Service Availablity [Quarterly]	**Penalty amount**
97.5%	Rs, 2,00,000/-
98.1%	Rs. 1.00,000/-
97.9%	Rs, 2,00,000/-
99.6%	Rs. 50,000/-
99.9%	Rs. 25,000/-
100%	No Penalty

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

i) **Preventive maintenance**: the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the installation once within the first 15 days of every alternate month during the currency of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes Bank's operational needs and agrees that Bank shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

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

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

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

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

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

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

9. However if Bank desires to shift the equipment to a new site and installit thereof urgently,the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply 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 20)** 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 PROCUREMENT, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HARDWARE SECURITY MODULE (HSM) DEVICES FOR WEB-CTS APPLICATION

BETWEEN

State Bank of India, _____ [1]

AND

_____ [2]

Date of Commencement : _____[3]

Date of Expiry :_____

[1] Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.
[2] The other Party (Contractor/ Service Provider) to the Agreement
[3] Effective Date from which the Agreement will be operative.

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AGREEMENT[4]

This agreement for agreement for PROCUREMENT, INSTALLATION, COMMISSIONING AND MAINTENANCE OF HARDWARE SECURITY MODULE (HSM) FOR WEB-CTS APPLICATION (hereinafter '**the Agreement**') made on _____ day of _____.

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at _____ and a Branch Office at _____ / through its _____ Office/ Department at _____ hereinafter referred to as "**the Bank"** which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

_____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

RECITALS

WHEREAS

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

(i) The Bank is desirous of availing services for _____ ;[5]

(ii) _____;

(iii) _____; and

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

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

1 **DEFINITIONS & INTERPRETATIONS**

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

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

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

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

[5] Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

[6] Please define the necessary terms, properly.

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

1.1.5 **"Request for Proposal (RFP)"** shall mean RFP NO. **SBI/GITC/OPS/2018/19/493 dated 1ST Aug 2018** along with its clarifications/ corrigenda issued by the Bank time to time.

1.2 "**Service**" means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

1.3 **Interpretations:**

1.3.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.3.2 The singular includes the plural and vice versa.

1.3.3 Reference to any gender includes each other gender.

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

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

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

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

1.3.8 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative

provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

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

2 COMMENCEMENT & TERM

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

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

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

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

3 SCOPE OF SERVICES:

3.1 The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is as follows:[7]

3.1.1 _____

3.1.2 _____

3.1.3 _____

4 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

4.2.1 _____[8]

4.2.2 _____

4.2.3 _____

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

4.3.1 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in

[8] Please provide the details, if any in respect of the additional representation and warranties by the Bank required taking into account of the Services.

.

accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

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

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

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

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

4.3.6 _____[9]

4.3.7 _____

5 RESPONSIBILITIES OF THE BANK

5.1 _____[10]

5.2 _____

5.3 _____

[9] Please provide the details, if any in respect of the additional representation and warranties by Service Provider.

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

6 RESPONSIBILITIES OF THE SERVICE PROVIDER

6.1 _____[11]

6.2 _____

6.3 _____

7 CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the

Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.

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

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

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

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

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

8 **RELATIONSHIP BETWEEN THE PARTIES**.

8.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in

respect of the transactions/services which give rise to Principal-Agent relationship by express agreement between the Parties.

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

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

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

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

9 SUB-CONTRACTING

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

9.2 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.

9.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.

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

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

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

10 PERFORMANCE GUARANTEE & PENALTY

10.1 The Service Provider has to furnish a performance guarantee for an amount of Rs. _____[12] for a period of _____ (as mentioned in Part II (13) of this RFP) from a Scheduled Commercial Bank other than State Bank of India or its Associate Banks in a format provided/ approved by the Bank.

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

10.3 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule[13] specified in this Agreement.

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

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

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

10.6.1 The rate of penalty is _____[14].

---

[12] Please provide the amount of performance guarantee, if any.
[13] Please ensure that the time scheduled is suitably incorporated in the Agreement.
[14] Please provide the rate and other details of penalty, if any.

10.6.2 _____

11 **FORCE MAJEURE**

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

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

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

11.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

12 **COMPLIANCE WITH LAWS**.

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

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

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

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

13 RIGHT TO AUDIT

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

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

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

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

14 FEES, TAXES DUTIES & PAYMENTS

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

14.1.1 _____[15]

14.1.2 _____

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

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

15 GENERAL INDEMNITY

15.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, and shall pay all losses damages, and costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any acts of negligence or misconduct on the

[15] Please provide the payment details and taxes payable by the Bank, if any.

part of employees, agents, representatives or Sub-Contractors of Service Provider under this Agreement. For any third party claim Bank shall give Service Provider (a) prompt written notice of the claim; (b) all requested information, available with the Bank, about the claim; (c) reasonable cooperation and assistance; and (d) sole authority to defend and settle the claim. Service Provider agrees to make good the loss suffered by the Bank.

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

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

15.4 Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.

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

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

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

16 **TERMINATION**

16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days sent to the Service Provider, terminate the Agreement in whole or in part:

(a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;

(b) if the Service Provider fails to perform any other obligation(s) under the Agreement;

(c) Violations of any terms and conditions stipulated in the RFP;

(d) on the happening of any termination event mentioned herein above in this Agreement;

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

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

16.3.1 If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

16.3.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.

16.3.3 If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.

16.3.4 If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.

16.3.5 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.

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

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

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

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

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

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

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

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality and indemnity; and

(c) any right which a Party may have under the Application Law.

17 LIMITATION OF LIABILITY

17.1 For breach of any obligation mentioned in this Agreement, subject to obligations mentioned in clause 17.3, in no event Service Provider shall be liable for

damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project.

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

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

a) claims that are the subject of indemnification pursuant to IPR infringement,

b) damage(s) occasioned by the gross negligence, fraud or wilful 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) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS

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

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

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

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

assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs._____on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

19 **ARBITRATION**

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

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

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

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

20 **GOVERNING LAW & JURISDICTION**

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

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

21 ENTIRE AGREEMENT

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

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

21.2.1 _____

21.2.2 _____

21.2.3 _____

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

21.3.1 _____

21.3.2 _____

21.3.3 _____

22 SEVERABILITY

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

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

23 **NOTICES**

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

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

23.3 Address for communication to the Parties are as under:

23.3.1 To the Bank

_____

_____

_____

_____

23.3.2 To Service Provider

_____

_____

_____

_____

24 **MISCELLANEOUS**

24.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by

each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

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

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

24.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

24.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.

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

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

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

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

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

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

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

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

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

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

State Bank of India	**Service Provider**
By:	**By:**
Name:	**Name:**
Designation:	**Designation:**
Date:	**Date:**

WITNESS:

1.	1.
2.	2.

ANNEXURE, SCHEDULE, ETC.

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

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. **<u>Suggestions and Feedback</u>**

(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 parties 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