



**REQUEST FOR PROPOSAL
FOR PROCUREMENT, INSTALLATION, SETUP, MAINTENANCE AND
TRAINING OF ENTERPRISE ARCHITECTURE (EA) TOOLS**

**Ref: SBI/GITC/Enterprise and Technology Architecture/2018/2019/531::
dated 06/11/2018**

**Head
Enterprise & Technology Architecture Dept.
2nd Floor, Kapas Bhavan
SB GITC, CBD Belapur
Navi Mumbai 400 614**

Part-1

S.N.	Index
1	Invitation to Bid
2	Disclaimer
3	Definitions
4	Scope of work
5	Eligibility and technical criteria
6	Cost of Bid document
7	Clarifications and amendments on RFP/Pre-Bid meeting
8	Contents of Bid documents
9	Earnest Money Deposit (EMD)
10	Bid preparation and submission
11	Deadline for submission of Bids
12	Modification and withdrawal of Bids
13	Period of validity of Bids
14	Bid integrity
15	Bidding process/ opening of technical Bids
16	Technical Evaluation
17	Evaluation of price Bids and Finalization
18	Contacting the Bank
19	Award criteria
20	Power to vary or omit work
21	No waiver of Bank's rights or successful Bidder's liability
22	Contract amendment
23	Bank's right to accept any Bid and to reject any or all Bids
24	Performance Bank Guarantee
25	System Integration Testing and User Acceptance testing
26	Services
27	Warranty and Annual Maintenance Contract
28	Compliance with IS Security Policy
29	Penalties
30	Right to verification
31	Purchase price
32	Inspection and quality control tests
33	Right to audit
34	Sub-contracting
35	Validity of agreement
36	Limitation of liability
37	Confidentiality
38	Delay in bidder performance
39	Bidder's obligations
40	Technical documentation

S.N.	Index
41	Patent/Intellectual Property Rights
42	Liquidated damages
43	Conflict of interest
44	Fraud and corrupt practices
45	Termination for default
46	Force majeure
47	Termination for insolvency
48	Termination for convenience
49	Disputes and arbitration
50	Governing languages
51	Applicable law
52	Taxes and Duties
53	Tax deduction at sources
54	Tender Fee
55	Notices

1. INVITATION TO BID:

- i. **State Bank of India** (hereinafter 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, subsidiaries and other exchange companies in available at various locations and managed by the Bank (collectively referred to as '**SBI/the Bank**' hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **the Bank** for "**Procurement, Installation, Setup, Maintenance and Training of Enterprise Architecture (EA) Tools**".
- ii. In order to, meet the Software Solution/ service requirements, the Bank proposes to invite tenders from eligible bidders as per details in 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 Software Solution/ service 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 part II of this RFP document.
- v. The purpose of this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution/ service desired in this document. The proposed Software Solution/ service 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 Software Solution/ service 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 Software Solution/ service 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/Vendor/IT Partner"** 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 Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Bidder/Service Provider/System Integrator/Vendor/IT Partner"** 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 **TC1** Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. **"The Contract Price/Project Cost"** means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.
- vii. **Software Solution/ Services/ System – "Software Solution" or "Services" or "System"** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, supply, parameterization and deployment, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Bidder covered under the RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of Software Solution / Service for any defects/ bugs fixes and patches/upgrades.

- ix. **Annual Technical Support (ATS)** – It would be the annual cost of the technical support of Software Solution/ Service.

4. Scope of Work:

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

5. Eligibility and Technical Criteria:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in 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-N**) 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 the RFP, shall not be considered.

6. Cost of Bid document:

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

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

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

mentioned in the schedule of events.

- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- 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 Bid 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 Procurement, Installation, Setup, Maintenance and Training of Enterprise Architecture (EA) Tools in response to the RFP No. SBI/GITC/Enterprise and Technology Architecture/2018/2019/531:: dated 06/11/2018.** This envelope should contain following documents and **properly sealed**:
 - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
 - (b) Earnest Money Deposit (EMD) as specified in this document.
 - (c) A letter on Bidder's letter head: -
 - (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 Annexure-B1.**
 - (d) Bidder's details as per **Annexure-D** on Bidder's letter head.
 - (e) Bidder should provide licensing details of all components of the proposed solution such as but not limited to Software / Database / Middleware / Operating System / Third Party Software etc.
 - (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 Software Solution.
- ii. A second sealed envelope prominently marked as **Indicative Price Proposal for Procurement, Installing, Setup, Maintenance and Training of Enterprise Architecture (EA) Tools in response to the RFP No. SBI/GITC/Enterprise and Technology Architecture/2018/2019/531:: dated 06/11/2018. This envelope should contain only indicative price Bid strictly on the lines of Annexure-F.** The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note:
- a. The Bidder should quote for the entire package on a single responsibility basis for Software Solution/ 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 Software Solution/ service 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. 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 they 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 Software Solution/service 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 Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.
- ii. 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.

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attaining a minimum technical score of 70% shall be considered qualified for commercial bid opening & evaluation

- iii. The evaluation will also take into account:
 - a. Similar software Solution/ services offered by the Bidder. The Bidder should furnish the details.
 - b. Does the proposed Software Solution handles the projected volumes and offers a proven solution to meet the requirements
 - c. Does the Software Solution offered by the Bidder is a complete system as a project and has not integrated with third party solutions.
 - d. Upgradation(s) assurance by the Bidder as per requirement of the Bank for the duration of the project. In case of upgradations, the Bank will have right to renegotiate the rates (depending upon prevailing rates) and go in for higher configurations (as per technological developments at that time)
 - e. Capability of the proposed solution to meet future requirements outlined in the RFP.
 - f. Support on open platforms and solution based on latest technology (both software and hardware).
 - 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. The technical scores of the bidders who qualify technical evaluation will not be disclosed to bidders.
- ii. Bidders should provide indicative price only as there will be a Reverse Auction
- iii. 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. Technically qualified bidders that choose not to participate in Reverse Auction process will be disqualified from entire evaluation process.
- iv. 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 / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

- v. The TC1 Bidder will be selected on the basis of Techno Commercial Evaluation, as given under this RFP.
 - (a) On completion of Reverse Auction process, technically qualified Bidder with the lowest Commercial Bid would be declared as C-LOW
 - (b) The Technically Qualified Bidder with the highest technical score would be declared as T-HIGH.
 - (c) The Techno-Commercial Score comprises of 70% weightage to Technical Score and 30% weightage to Commercial Score.
 - (d) Bidders should get minimum 70% marks in technical evaluation criteria (technical score) to participate in techno-commercial process.
 - (e) In case of a tie of Total Score between two or more bidders, the bidder with higher technical score would be chosen as the successful bidder.
 - (f) The successful/selected bidder shall be the first ranked (TC1) bidder (having the highest combined score).
- vi. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vii. Errors, if any, in the price breakup format will be rectified as under:
 - (g) 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.
 - (h) 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.
 - (i) If the bidder 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.
 - (j) 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 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-L** 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 bidder'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 successful 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.
- xi. The Bank will not consider substitution of professional staff in the normal course. Where due to unavoidable reasons such as long leave, death or medical incapacity or if the professional staff has left the organisation warranting substitution, such substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant.
- xii. Any proposed substitute, by successful bidder, to a member of the project team shall have equivalent or better qualifications and experience than the member sought to be substituted. In the case of substitution, successful bidder shall provide to the Bank all details relating to the proposed substitute including details relating to qualifications, experience etc. for the proposed substitution.
Bank reserves the right to accept or reject such a proposed substitute after proper bidder on boarding process i.e. interviewing, background checks etc.
- xiii. Resources provided by successful bidder shall work according to Bank's office timings and work rules i.e. 8 working hours per day on all bank working days in a month. All resources proposed be dedicated-on site (full time) resources, where dedicated-on-site means resources shall be physically present in Bank's premises. No other interpretation of the term dedicated-on-site resource is allowed.

20. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the

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

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

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

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

shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

22. Contract Amendments:

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

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

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

24. 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 the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

25. System Integration Testing & User Acceptance Testing

The Bidder should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the Bidder to the Bank. The UAT

includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Bidder designated by the Bank will carry out the functional testing. This staff / third party bidder will need necessary on-site training for the purpose and should be provided by the Bidder. Bidder should carry out other testing like resiliency/benchmarking/load etc. Bidder should submit result log for all testing to the Bank.

On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to the bidder by the competent authority on the line of **Annexure-K**.

26. Services:

- i. All professional services necessary to successfully implement the proposed Software Solution 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 bidder's key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the 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/ software/ Operating System / Middleware etc. as and when released by the Bidder/ 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 hardware/ software/ Operating System /Middleware etc. in case the Bank chooses not to upgrade to latest version.
- viii. Bidder shall provide maintenance support for 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 Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xi. 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.
- xii. During the ATS/AMC period, the Bidder will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. The Bidder shall be responsible for all costs relating to labor, spares, maintenance (preventive and corrective), and compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of product or specified hardware/software.

27. Warranty and Annual Maintenance Contract:

- i. The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the **date of acceptance of the Software Solution** by State Bank of India.
- ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost . During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labor, 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 Software Solution, 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 bidder shall ensure that services of professionally qualified personnel are available for providing comprehensive maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution 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 Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.
- iv. 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.
- v. Support (Warranty/ AMC, if opted) would be comprehensive in nature and must have back to back support from the OEM/Bidder. The bidder will warrant products against defects arising out of faulty design etc. during the specified support period.
- vi. 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
- vii. 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.
- viii. The Bidder shall be agreeable for 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.
- ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.

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

28. Compliance with IS Security Policy:

The Bidder 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 Bidder
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Bidder
- 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.
- x. Adherence to the Bank's policies including but not limited to IT policy, IS policy, procedures, Risk policy etc.

29. Penalties:

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

30. Right to Verification:

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

31. Purchase Price:

- i. Total cost of Software Solution 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 “Software Solution/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 Bidder 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.

32 Inspection and Quality Control Tests

- i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.
- ii. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
 - a) In the event of the Software Solution 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.
 - b) 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 Bidder to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the Bidder.
 - c) Nothing stated herein above shall in any way release the Bidder from any warranty or other obligations under this contract.

- iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution 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 Bidder from any warranty or other obligations under this contract.
- v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

33. 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 is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 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.

34. 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 bidder will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting bidder 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.

35. 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.

36. 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) 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.

37. 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 Bidder's performance under the Contract, if so required by the Bank.

38. Delay in the Bidder's Performance:

- i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by the Bidder within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Software Solution and performance of Services, the Bidder 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 Bidder's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Bidders' 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 Bidder 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)

39. Bidder's obligations:

- i. The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. Bidder shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance,

support & administration for Software Solution, installation, troubleshooting processes of the proposed solution.

- vi. The Bidder 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-L*** of this document.

40. Technical Documentation:

- i. The Bidder shall deliver the following documents to the Bank for every 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 bidder 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 Software Solution as and when applicable.
- iii. The Bidder shall 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 Bidder to the Bank, free of cost in timely manner.

41. Patent Rights/Intellectual Property Rights:

- i. For any licensed software used by the finally selected Bidder for performing services or developing software for the Bank, the Bidder shall have the right as well as the right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Bidder/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Bidder.
- ii. The Bidder shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade

secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.

- iii. The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- v. The Bidder shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by the Bidder, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.

42. Liquidated Damages:

If the Bidder fails to deliver any or all of the products/ solution or perform the services within the stipulated time schedule as specified 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 in part II (Schedule of Events, SI No 19)**. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

43. 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.

44. 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 44(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.

45. 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 Bidder, may terminate the Contract in whole or in part:
 - a. If the Bidder fails to deliver any or all of the Software Solution and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b. If the bidder 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 Software Solution; 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 Bidder, the Bank may procure, upon such terms and in such manner as it deems appropriate, Software Solution and Services similar to those undelivered, and the Bidder shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the bidder 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 bidder or to the Bank.
- iv. During the transition, the Bidder 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.
- vi. 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 bidder. 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 bidder is in breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 20)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

46. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Bidder 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 Bidder 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 Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder 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.

47. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Bidder, if the Bidder 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 Bidder, 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.

48. Termination for Convenience:

The Bank, by written notice of not less than 90 (ninety) days sent to the Bidder, 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 Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

49. 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 Bidder), 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 Bidder 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.

50. Governing Language:

The governing language shall be English.

51. 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.

52. Taxes and Duties:

- a. 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.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of corporate taxes, income tax and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST, Custom duty etc. should be specified in the separate sheet **(Annexure- F)**.
- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Bidder and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-F**
- d. Prices payable to the Bidder 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 Bidder.

53. 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 Bidder. 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 Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.
- ii. The Bidder's staff, personnel and labor 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 Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

54. 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.

55. 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, Contact No No., Email address for sending any kind of correspondence regarding this RFP)	Head, Enterprise & Technology Architecture Dept. 2nd Floor, Kapas Bhavan SB GITC, CBD Belapur Navi Mumbai 400 614 Tel No – 022 – 39367277 Email - dgm.techarch@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 06/11/2018 to 30/11/2018
3	Last date for requesting clarification	Up to 02.00 PM on 30/11/2018 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 3.00 PM to 5.00 PM on 19/11/2018 at SBI GITC Belapur, Navi Mumbai.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 22/11/2018
6	Last date and time for Bid submission	3.00 PM on 30/11/2018
7	Address for submission of Bids	Head, Enterprise & Technology Architecture Dept. 2nd Floor, Kapas Bhavan SB GITC, CBD Belapur Navi Mumbai 400 614
8	Date and Time of opening of Technical Bids	3.00 PM on 30/11/2018 Authorized representatives of bidders 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 bidder representatives.	
9	Opening of Commercial Bids	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Amount Rs.10,000.00/- (Rupees Ten thousand only) Non-refundable by means of a DD or Bankers' Cheque payable at Mumbai in favor of State Bank of India	
12	Earnest Money Deposit	Rs. 10,00,000.00/- (Rupees Ten Lacs only)	Validity period from the date of Bid submission to One Year
13	Performance Bank Guarantee	15% of the order value	Validity period is until the end of contract.
14	Price validity from the date of price discovery	6 months	
15	Contact details of agency appointed for conducting Reverse Auction	Will be shared later	
16	Delivery schedule/ Project Plan/ Timeline for Software Solution:	3 Weeks from the date of purchase order.	
17	Terms of payment	Milestone-1: 40% on successful installation. Milestone-2: 30% after successful implementation, configuration, testing and go live. Milestone-3: 15% after training. 15% will be retained until the validity period of the contract. This can be released against PBG with Milestone-3 accomplishment. ATS/AMC shall be paid quarterly in arrears.	
18	Delivery locations	Navi Mumbai	
19	Liquidated damages	A sum equivalent to 1 % per week or part thereof of Contract Price subject to maximum deduction of	

		10 % of the Contract Price for delay of each week or part thereof.
20	Transition Penalty (Refer Part-1, point No 45 sub point no (vi).	15% of the order value

ANNEXURES

Annexure	Index
A	Bid form
B	Bidder's Eligibility criteria
B1	Technical & functional specifications
B2	Technical Evaluation Criteria
C	Bill of Material and Compliance
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 Software Solution and its associated services.
L	Non-disclosure Agreement
M	Pre bid Query Format
N	Pre-Contract Integrity Pact
O	Penalties
P	Service Level Agreement

ANNEXURE-A

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

Date: _____

To:
Head,
Enterprise & Technology Architecture Dept.
2nd Floor, Kapas Bhavan
SB GITC, CBD Belapur
Navi Mumbai 400 614

Dear Sir,
**Ref: RFP No. SBI/GITC/Enterprise and Technology Architecture/ 2018/ 2019/
531:: 06/11/2018**

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired Software Solution/Service 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 BIDDER 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 Software Solution 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-P** 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**
8. **We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.**
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

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

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

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

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**



## Annexure-B

### Bidder's Eligibility Criteria

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

#### **Commercial:**

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                                                                                                                                           |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The Bidder must be an Indian firm /company/organization/ LLP registered under applicable Act in India.                                                                                                                                              |                     | Copy of the Partnership deed/Certificate of LLP/ Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.                                                                                                                                  |
| 2.     | Bidder should have been in operation for minimum 4 years                                                                                                                                                                                            |                     | Length of existence of Bidder should be mentioned.                                                                                                                                                                                                                                                                                                  |
| 3.     | The Bidder must have an average turnover of minimum Rs. 25 crores during last 3 financial years.                                                                                                                                                    |                     | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.                                                                                                                                                                                                                                       |
| 4.     | The Bidder should be profitable organization on the basis of PAT for at least 2 out of last 3 financial years.                                                                                                                                      |                     | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant                                                                                                                                                                                                    |
| 5.     | 1. OEM should have experience of minimum 3 years in supplying EA tools.<br>2. Bidder should have experience of minimum 2 years in implementation of EA tools.<br><br>Minimum two implementations and client references of the product are required. |                     | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. The following details must be made available<br>1. Engagement/Project name (project title as given on Purchase Order) with objectives and scope.<br>2. Name of Client and sector (such as BFSI, IT/ITES etc.) with address |

| S. No. | Eligibility Criteria                                                                                                                                                                         | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |                                                                                                                                                                                              |                     | and contact details (Phone and Email).<br>3. Duration of Engagement.<br>4. Start date [DD/MM/YY].<br>5. Completion date [DD/MM/YY].<br>6. No. of resources deployed at client's site.<br>7. PO value [INR].<br>8. Description of the services provided.<br>9. Copy of the purchase order/Certificate of completion of work/contract document/Engagement Letter<br>10. Name of Bidder /OEM (who delivered this project)<br>11. EA Tool Name<br><br>Self-declaration or authorized email from the OEM is also accepted to SBI clients instead of copy of order / completion certificate. |
| 6.     | The Bidder/ OEM should have support setup in Navi Mumbai with response time, to meet SLA.                                                                                                    |                     | Bidder should specifically confirm on their letter-head in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 9.     | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10.    | 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 |                     | Bidder should specifically confirm on their letter-head in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| S. No. | Eligibility Criteria                                                                                                                | Compliance (Yes/No) | Documents to be submitted |
|--------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------|
|        | SBI GITC as on the date of Bid submission. <b>[No change/ addition or deletion to be made by the Bidder to any of the clauses.]</b> |                     |                           |

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.

The bidders who qualify the eligibility criteria will be considered for the technical evaluation.

Signature

Seal of Company

## Annexure-B1

### Technical & Functional Specifications

The proposed EA tool of the eligible bidder must comply with the “Tools Eligibility Criteria” mentioned below, in order to qualify for the technical evaluation.

#### Tool Eligibility Criteria

| # | Description of Characteristics                                                                                                                                | Supporting documents required                                                    |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 1 | The proposed EA tool must be at least 3 years old                                                                                                             | Self-certification letter by the bidder                                          |
| 2 | The proposed EA tool by the bidder must be featured in the Leaders or Challengers Quadrant of Gartner’s Magic Quadrant for the years (any one) 2018 and 2017. | Self-certification letter by the bidder along with a copy of the Gartner report. |

The Technical Evaluation of the EA tool will be carried out based on the requirements given below.

#### Part 1: Enterprise Architecture (EA) Tool

An Enterprise Architecture (EA) tool helps to capture, store, structure and analyze information related to enterprise architecture and present the information to the related stakeholders. An EA tool also supports the strategic decision making process by capturing vital enterprise context, along with analysis capabilities across the all the architecture domains including but not limited to business, information, and technology and application architecture. The tool facilitates the implementation of a business strategy focused on business outcomes and risk mitigation as well as managing IT complexity effectively.

#### Technical Characteristics

| #          | Description of Characteristics                                                                                                                |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Repository |                                                                                                                                               |
| 1          | Should be a single platform with unified repository and meta-model driven in order to provide a single source of truth in a consistent manner |
| 2          | Have a definable and customizable metamodel                                                                                                   |
| 3          | Support for multiple frameworks without duplicating the metamodel                                                                             |
| 4          | Have geographic- and/or organizational-level differentiation (for example, a federated operating model)                                       |
| 5          | Support strategic business plans and business outcomes.                                                                                       |

| #                                           | Description of Characteristics                                                                                                                                                                                                               |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6                                           | Provide a repository of design patterns and customizable solutions that can be searched and used for probable solutions                                                                                                                      |
| 7                                           | Ability to consume data from various sources and repositories for architecture, portfolio, database etc.                                                                                                                                     |
| <b>Modelling</b>                            |                                                                                                                                                                                                                                              |
| 8                                           | Support for both future (multiple future states) and current-state architectures for atleast the four main viewpoints of EA (Business Architecture, Information Architecture, Application Architecture, Technology Architecture)             |
| 9                                           | Ability to capture detail from the level of business strategy to technical implementation                                                                                                                                                    |
| 10                                          | Support for ecosystem modelling in terms of “inside out,” “outside in” architecture concepts                                                                                                                                                 |
| 11                                          | Support for integrating with other types of modeling tools in a specific viewpoint                                                                                                                                                           |
| 12                                          | Ability to capture and manage historical, current (AS-IS), transitional and target (TO-BE) architecture                                                                                                                                      |
| 13                                          | Support for linking Strategic, Segment & Capability Architectures across architecture models, processes, roadmaps and other relevant artefacts stored elsewhere created using supported or unsupported or non-native modelling languages     |
| <b>Modelling - Business Architecture</b>    |                                                                                                                                                                                                                                              |
| 14                                          | Ability to build current and target capability model showing all the resources (applications, organizational units, processes or projects) used to implement and achieve each capability and eventually support strategic initiatives        |
| 15                                          | Ability to support different types of modelling such as - Business capability modeling, Business process modeling, Customer journey mapping, Business ecosystem modeling and Business operations modeling                                    |
| 16                                          | Ability to capture Business Strategy using a Business Motivation Model, business drivers and motivation for change to perform SWOT analysis                                                                                                  |
| <b>Modelling - Information Architecture</b> |                                                                                                                                                                                                                                              |
| 17                                          | Allows to design various models including but not limited to Conceptual, Logical, and Physical Data Models and relate them to concepts or to other enterprise perspectives, including business, information flows, and applications          |
| 18                                          | Ability to build data dictionaries with the support of multiple terminologies and to automatically fetch information from various repositories into the data dictionaries (including but not limited to the attributes and their properties) |
| 19                                          | Ability to tag or mark sensitivity / specific data element for quicker and systemic reporting as required internally or externally (for example regulatory requirements)                                                                     |
| <b>Modelling - Application Architecture</b> |                                                                                                                                                                                                                                              |

| #                                          | Description of Characteristics                                                                                                                                                                                                                                                                                 |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20                                         | Ability to model and store all relevant information about application architecture including but not limited to application components, services, and interfaces, and application portfolio management attributes such as cost, roadmap, and risks etc.                                                        |
| 21                                         | Ability to model Application Architecture diagram (or Application Tree diagram) that shows all the components of an application, message flows, implemented functionalities and services within each component, interfaces between application components and services, and logical databases for data storage |
| 22                                         | Ability to link applications with other viewpoints of enterprise architecture                                                                                                                                                                                                                                  |
| <b>Modelling - Technology Architecture</b> |                                                                                                                                                                                                                                                                                                                |
| 23                                         | Ability to model and store technical infrastructure diagram which shows the set of equipment and hardware necessary to run the applications and to enable communications between applications based on their distribution in deployment sites                                                                  |
| 24                                         | Ability to model and store technical architecture diagrams showing the running software technologies and hosted applications over the hardware equipment and servers to visualize the running technologies on the equipment                                                                                    |
| <b>Decision Analysis</b>                   |                                                                                                                                                                                                                                                                                                                |
| 25                                         | Ability to perform application and technology lifecycle analysis to understand their roadmaps, life-cycle, retirement and technology obsolescence conflicts                                                                                                                                                    |
| 26                                         | Ability to perform functional redundancy analysis to understand applications that are providing the same functionalities to support business functions                                                                                                                                                         |
| 27                                         | Ability to identify compliance of technologies with defined standards                                                                                                                                                                                                                                          |
| 28                                         | Support for submitting ideas, prioritizing them and linking them to business outcomes                                                                                                                                                                                                                          |
| 29                                         | Support for Analyzing investment management, Project Portfolio Management and strategic planning                                                                                                                                                                                                               |
| 30                                         | Support for Scenario-planning and system-thinking approach                                                                                                                                                                                                                                                     |
| 31                                         | Support for gap analysis for current- and future-state architectures, with roadmaps for different stakeholder perspectives                                                                                                                                                                                     |
| 32                                         | Support for what-if analysis to determine the impact of business, organizational, regulatory, technology and other external/ internal changes                                                                                                                                                                  |
| 33                                         | Ability to link strategic business plans to business outcomes for decision traceability and impact analysis                                                                                                                                                                                                    |
| 34                                         | Ability to perform real-time and dynamic analysis on Business information and IT assets.                                                                                                                                                                                                                       |
| 35                                         | Ability to identify IT Cost (CAPEX, OPEX, etc) associated with each application and determine opportunity to optimize the IT Cost.                                                                                                                                                                             |
| 36                                         | Ability to perform various evaluation analysis (application rationalization/retirement, IT Cost, technology obsolescence etc.)                                                                                                                                                                                 |

| #                                 | Description of Characteristics                                                                                                                                                                                                        |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Presentation and Usability</b> |                                                                                                                                                                                                                                       |
| 37                                | Ability to export or publish model/ reports/ documentation, using built-in layouts as well as customized or user-defined layouts, into various formats such as xml, pdf, xls(x), doc(x), html, jpg etc., for viewing outside the tool |
| 38                                | Ability to import data directly from MS Excel, CSV, XML and other formats.                                                                                                                                                            |
| 39                                | Ability to import models/ information directly from existing tools such as Ms Visio, Archimate, Bonita, Erwin etc.                                                                                                                    |
| 40                                | Navigate, search and filter by object type, name, relationship, association, attributes, other built-in fields and custom fields                                                                                                      |
| 41                                | Provides comprehensive and intuitive On-line Help and documentation. The help should have a context-sensitive search function                                                                                                         |
| 42                                | Provides traceability of the modifications done on attributes for each object with the full user time stamp of changes, and with the ability to view and compare the changed attribute values by date.                                |
| 43                                | Ability to check for duplicate objects and support re-use of data and objects                                                                                                                                                         |
| 44                                | Support for clear visually highlight impacts and support multiple scenarios for business and IT stakeholders                                                                                                                          |
| 45                                | Support for integration options to other presentation applications                                                                                                                                                                    |
| 46                                | Support for role-based personas, with preconfigured roles and tool functions                                                                                                                                                          |
| 47                                | Provides an intuitive, easy-to-learn and flexible user interface                                                                                                                                                                      |
| 48                                | Ability to support versioning of requirements/ model/ object and maintain version history and ability to compare versions of a model or object                                                                                        |
| 49                                | Ability to display relationship and/ or dependencies between a problem statement (goal or a requirement) and a solution (model, object, system, infrastructure etc.)                                                                  |
| 50                                | Identify and indicate risks and dependencies across models, objects, schedule, budget and system dependencies                                                                                                                         |
| 51                                | Support traceability up and down EA meta-model and architecture from requirements, analysis and design models, through to implementation and deployment                                                                               |
| 52                                | Ability to trace the application component / service/ interface used across applications or business areas                                                                                                                            |
| 53                                | Lock models and/ or objects while allowing view access to others and ensure locked-down models do not get updated even if the underlying objects gets updated                                                                         |
| 54                                | Support timeline marking of objects and/or architecture i.e. objects/ architecture valid from and to                                                                                                                                  |
| 55                                | Ability to bulk export of models, documents, reports to a defined location on the hard-drive or network                                                                                                                               |
| 56                                | Ability to create instant reports, charts and diagrams such as Landscape Diagram, Relationship Map, Roadmap Diagram, Cluster Diagram, Information Flow, Hierarchy Map, Bar Chart and Pie Chart etc.; in addition                      |



| #                               | Description of Characteristics                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | to out of the box reports                                                                                                                                                                                                                                                                                                                                      |
| 57                              | Ability to generate reports for a specified data range and schedule reports directly via the tool or using scripts/ programming                                                                                                                                                                                                                                |
| 58                              | Ability to provide report which shows where the organization is spending resources to support non-standard (unapproved or end-of-life) technologies                                                                                                                                                                                                            |
| <b>Administration</b>           |                                                                                                                                                                                                                                                                                                                                                                |
| 59                              | Solution should work with Bank's SSO for authentication and provide out of the box user profiles for different domain users (IT Architects, Information Architects, Portfolio managers etc.) with a user interface for each profile based on their needs                                                                                                       |
| 60                              | Provides easy to use administration features to manage user roles and permissions, and role based authorizations.                                                                                                                                                                                                                                              |
| 61                              | Support collaboration between users of the tool in a federated manner, while ensuring the integrity of the repository and metamodel.                                                                                                                                                                                                                           |
| 62                              | Ability to define roles for read, write or delete access down to the folder, model and object level                                                                                                                                                                                                                                                            |
| <b>Configurability</b>          |                                                                                                                                                                                                                                                                                                                                                                |
| 63                              | Clearly depict the configurable elements in the tool and their extent of configurability                                                                                                                                                                                                                                                                       |
| 64                              | Support for multiple environments such as production and non-production for all configuration elements                                                                                                                                                                                                                                                         |
| 65                              | Provides configuration that is simple to achieve.                                                                                                                                                                                                                                                                                                              |
| <b>Frameworks and Standards</b> |                                                                                                                                                                                                                                                                                                                                                                |
| 66                              | Fully supports industry-standard notations, standard modelling languages, methods, and techniques such as the Archimate 3.0 notation, Business Process Modelling Notation 2.0 (BPMN 2.0), Business Motivation Model (BMM), Data flow diagrams (DFD), Unified Modelling Language (UML) and the Entity Relationship Diagram (ERD); and other related frameworks. |
| 67                              | Ability to customize and define new model types/ relationships/ attributes using and beyond TOGAF, UML, Archimate 3.0 and BPMN 2.0                                                                                                                                                                                                                             |
| 68                              | Ability to define and set architectural standards as reference model to be used as the baseline architecture                                                                                                                                                                                                                                                   |
| 69                              | Provides out-of-the-box architecture patterns, constructs or templates for Business, Data, Applications, Technology and other domains of the architecture                                                                                                                                                                                                      |
| 70                              | The solution be compliant to IS and IT Policy of the Bank. Security / Compliance requirement review should be adhered to prior to launch.                                                                                                                                                                                                                      |
| 71                              | Ability to standardize definitions of all business processes, procedures and data across the Enterprise and fully leverage the standard definitions to ensure consistency.                                                                                                                                                                                     |
| <b>Monitoring</b>               |                                                                                                                                                                                                                                                                                                                                                                |
| 72                              | Support for event-based monitoring on individual or a group of artifacts                                                                                                                                                                                                                                                                                       |

| #                                             | Description of Characteristics                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 73                                            | Ability to measure the performance of an artifact (for example, roadmaps, capabilities and scenarios).                                                                                                                                                                                                                                       |
| 74                                            | Support for feedback loops to alert key stakeholders and advise on actions to take                                                                                                                                                                                                                                                           |
| 75                                            | Support for adapters to input operational data for e.g. adapters such as RESTful APIs, message-oriented middleware (MOM), files databases etc.                                                                                                                                                                                               |
| <b>Governance</b>                             |                                                                                                                                                                                                                                                                                                                                              |
| 76                                            | Provides out of the box workflows to support architecture governance process which includes reviewing, validation, approval of architectures, validation of models, change requests, task assignment as well as to automate data collection through workflows in order to ensure the information is update-to-date, correct, and consistent. |
| 77                                            | Ability to customize views, layers, objects, attributes, reports and out of the box workflows                                                                                                                                                                                                                                                |
| 78                                            | Application Command / Operations, Access and System logs should be generated, collected preserved and reviewed as per Bank's policy on Log Management                                                                                                                                                                                        |
| 79                                            | Information collected in the tool should follow the Backup policy of the Bank                                                                                                                                                                                                                                                                |
| 80                                            | Ability to establish key elements of EA governance, encompassing enterprise-wide policies for the classification, design, implementation and automation of EA processes                                                                                                                                                                      |
| 81                                            | Ability to create workspaces for different teams to work on the same repository                                                                                                                                                                                                                                                              |
| 82                                            | Ability to check-out objects from the main repository to their workspace for modification and check-in after the modifications are complete and the process is validated                                                                                                                                                                     |
| <b>Performance, Availability and Security</b> |                                                                                                                                                                                                                                                                                                                                              |
| 83                                            | Ability to deal with a large number of artefacts (100,000+) & performance tuning options                                                                                                                                                                                                                                                     |
| 84                                            | Support for non-editable time and user stamping of model/ object data                                                                                                                                                                                                                                                                        |
| 85                                            | Ability to protect data at rest and in transit                                                                                                                                                                                                                                                                                               |
| 86                                            | Support multi-tasking (having more than one open item) within the tool                                                                                                                                                                                                                                                                       |
| <b>Collaboration and Communication</b>        |                                                                                                                                                                                                                                                                                                                                              |
| 87                                            | Supports social collaboration capabilities to posts notes on object walls like social forums for easy and unofficial communication purposes                                                                                                                                                                                                  |
| 88                                            | Provides a Portal to communicate EA information to wider audience within the company                                                                                                                                                                                                                                                         |
| <b>Infrastructure</b>                         |                                                                                                                                                                                                                                                                                                                                              |
| 89                                            | Ability to access through the browser (versions as per Bank's Policy) with full modelling capabilities                                                                                                                                                                                                                                       |
| 90                                            | Ability to access from desktop OS (Windows, Linux, iOS)                                                                                                                                                                                                                                                                                      |
| 91                                            | Accessible on the Bank's LAN and support for remote access through a                                                                                                                                                                                                                                                                         |

| #                | Description of Characteristics                                                                                                                                                                                                                                             |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | VPN                                                                                                                                                                                                                                                                        |
| 92               | Ability to install/ host on the Bank's infrastructure physical or virtual infrastructure                                                                                                                                                                                   |
| 93               | Ability to prohibit access the database of the solution outside the interface of the solution                                                                                                                                                                              |
| 94               | Ability to access from Mobile OS (Android, iOS, Windows)                                                                                                                                                                                                                   |
| 95               | Ability to support a client (agent or thin or thick version) for full modelling capabilities                                                                                                                                                                               |
| 96               | Support for both structured and un-structured content                                                                                                                                                                                                                      |
| 97               | The database of the solution should support database from open source stack                                                                                                                                                                                                |
| 98               | Support for integration with the Bank's systems for - Demand and Project Management, Governance, Risk and Compliance, IT Service Management, IT Asset Management, Privileged Identity Management, AD/ Single Sign-On, Data Governance and other strategic planning systems |
| <b>Licensing</b> |                                                                                                                                                                                                                                                                            |
| 99               | The licensing model should have flexibility in mixing named and floating licenses for better utilization of licenses and should cater for frequent and non-frequent users                                                                                                  |
| 100              | The EA tool should have flexibility in capacity growth by adding additional users or additional functionality without impacting the current installations and data                                                                                                         |

## Part 2: Enterprise Architecture Lifecycle Management (EALM) Portal

The Enterprise Architecture Lifecycle involves the growth of various systems' architecture through the incremental and iterative release of testable executable. Therefore there are many parallel lifecycles that run in the context of Enterprise Architecture, which are at different stages of inception, execution, maturation and quality. The objective of the Enterprise Architecture Lifecycle Management (EALM) Solution is to create harmony, resonance and reduce the cacophony of the various lifecycles. The EALM solution will facilitate the foundational and operational activities of the enterprise architecture function in the Bank. It must provide for any of the features (listed above of the EA tool) that are not supported by the EA tool.

### Features

The EALM solution should at least, but not limited to, have the following features

| # | Description of Features                                                                                                                      |
|---|----------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | The EALM solution will be a one-stop shop for all EA related information and activities in the Bank. It should act as the entry point for EA |

| #                                                                                    | Description of Features                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                      | information (information also provided by the EA tool)                                                                                                                                                                                                                                                                                                                     |
| 2                                                                                    | It should be a web-based solution, based on responsive web design, which is accessible to all the IT staff of the Bank. Depending on the need the access to the solution may be extended to non-IT staff in the Bank                                                                                                                                                       |
| 3                                                                                    | EALM solution should contain a structured taxonomy to cater to the foundational elements such as policies, principles, guidelines, standards and procedures, and operational elements such as templates, requests for review of architecture and procurement, requests for architecture and technology consulting, requests for approval of technology and exceptions etc. |
| 4                                                                                    | It should have a multi-stage configurable workflow, with email notifications, for various activities performed by the EA function for the Bank such as Architecture review, RFP review, Request for consulting, Request for approval or exception, and Data Governance related workflows etc.                                                                              |
| 5                                                                                    | EALM solution should have a simplified role based user access with user authentication based on Bank SSO. It should have a module for administration and providing role based authorization                                                                                                                                                                                |
| 6                                                                                    | It should contain a dashboard that provides the overview of the current operational activities, their status and other details                                                                                                                                                                                                                                             |
| It should support the data governance related activities such as, but not limited to |                                                                                                                                                                                                                                                                                                                                                                            |
| 7                                                                                    | Facilitating the activities for information gathering for Data elements and their attributes                                                                                                                                                                                                                                                                               |
| 8                                                                                    | Ability to establish review mechanisms, predict classification based on data categories and flag/call out high level risk items                                                                                                                                                                                                                                            |
| 9                                                                                    | Ability to populate/model/link a data flow diagram on basis on mentioned data categories, sources and destinations.                                                                                                                                                                                                                                                        |
| 10                                                                                   | Ability to address present and future regulatory requirements.                                                                                                                                                                                                                                                                                                             |
| 11                                                                                   | Ability to depict accurately the risk items within the IT applications of the Bank, the extent of security resilience and interfaces thereof.                                                                                                                                                                                                                              |
| 12                                                                                   | Provide a single source of truth for the data elements of the IT applications of the Bank and ability to automate the information gathering activities from the IT applications.                                                                                                                                                                                           |
| 13                                                                                   | The check-in/ check-out process should accommodate for roles defined in the data governance requirements.                                                                                                                                                                                                                                                                  |
| 14                                                                                   | While fetching/ populating the data dictionary during the application on-boarding/ updating, the data should be classified based on certain defined rules.                                                                                                                                                                                                                 |
| 15                                                                                   | A SLA provision must be available for the application owner to update the application related data attributes.                                                                                                                                                                                                                                                             |
| 16                                                                                   | Notification engine should be able to be tied to the SLA timelines to notify respective stakeholders for timely process adherence.                                                                                                                                                                                                                                         |

| #  | Description of Features                                                                                                         |
|----|---------------------------------------------------------------------------------------------------------------------------------|
| 17 | Dashboards should be available for metric calculations for the process and auto mail to key stakeholders for process governance |
| 18 | Logs (Access / Command) should be safe from edits / deletion from administrators.                                               |
| 19 | The data governance should be integrated with the change management process of the Bank.                                        |
| 20 | There should be a provision in Data governance process for on-demand/ periodic check of information captured.                   |

### Technical Evaluation Criteria

Criteria for technical bid evaluation is as follows

| Sr. No             | Particulars                                                                                    | Max. Marks | Documentary evidence required                                                                                                                  |
|--------------------|------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                  | EA tool technology, functions and features.                                                    | 60         | As per proposal submitted and presentation by the bidder.                                                                                      |
| 2                  | EALM solution approach, delivery and deployment schedule.                                      | 20         | As per proposal submitted and presentation by the bidder.                                                                                      |
| 3                  | Experience and ability of the Bidder/OEM to implement the EA tool.                             | 10         | As per proposal submitted and presentation by the bidder. The name of the EA tool must be clearly mentioned.                                   |
| 4                  | Site visit/ Video-Conferencing with the chosen clients for the proposed EA tool implementation | 10         | Bank at its sole discretion will select one or more projects (from all the credentials submitted by bidder) for evaluation under this section. |
| <b>Total Marks</b> |                                                                                                | <b>100</b> |                                                                                                                                                |

Signature and Seal of Company

**Annexure-C**

**Bill of Material and Compliance**

**Tool Eligibility Criteria**

Refer to Annexure-B1 for the list of characteristics.

| #   | Description of Characteristics | Compliance<br>(Yes/ No) | Supporting<br>documents<br>required |
|-----|--------------------------------|-------------------------|-------------------------------------|
| 1   |                                |                         |                                     |
| 2   |                                |                         |                                     |
| 3   |                                |                         |                                     |
| ... |                                |                         |                                     |

**Part 1: Enterprise Architecture (EA) Tool**

**Technical Characteristics**

Refer to Annexure-B1 for the list of characteristics.

| #   | Description of Characteristics | Compliance<br>(Already<br>available/ Can be<br>built with no<br>cost/ Not<br>available) | Supporting<br>Documents<br>wherever<br>Required |
|-----|--------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------|
| 1   |                                |                                                                                         |                                                 |
| 2   |                                |                                                                                         |                                                 |
| 3   |                                |                                                                                         |                                                 |
| ... |                                |                                                                                         |                                                 |



**Part 2: Enterprise Architecture Lifecycle Management (EALM) Portal  
Features**

Refer to Annexure-B1 for the list of features.

| #   | Description of Features | Compliance<br>(Yes/ No) | Supporting<br>Documents<br>wherever<br>Required |
|-----|-------------------------|-------------------------|-------------------------------------------------|
| 1   |                         |                         |                                                 |
| 2   |                         |                         |                                                 |
| 3   |                         |                         |                                                 |
| ... |                         |                         |                                                 |

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

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

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

Duly authorized 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<br>a. Name<br>b. Designation<br>c. Address<br>d. Phone Number (Landline)<br>e. Mobile Number<br>f. Fax Number<br>g. Email Address |         |
|        |                                                                                                                                                                                         |         |

Signature and Seal of Company

**Annexure-E**

**Scope of Work**

- i. The Bank shall provide the required hardware and the related infrastructure for the implementation of EA tool and the EALM portal.
- ii. The bidder should provide the timelines/ plan to implement the EA tool and develop the EALM portal for the Bank; preferably this timeline should be 3-6 months from the date of purchase order.
- iii. The bidder to implement the EA tool and the EALM portal adhering to Bank's BCP (Business Continuity Planning) standards along with Bank's backup policy.

**EA Tool Implementation**

- i. The bidder shall supply, install, setup, parameterize, deploy and maintain the EA tool based on the specifications mentioned in the technical and functional specifications. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements.
- ii. The bidder must, for the EA tool, provide approx. 100 author/ creator perpetual licenses. It must provide unlimited free read-only/ view only licenses for users located at various locations of the Bank.
- iii. The bidder must provide training to the Bank staff through classroom and online mode. The OEM must impart the training for the EA tool only.
- iv. The training should include but not limited to training for author/ creator, viewer, and any import/export/migration aspects.
- v. The bidder must provide at least 5 days training, at Bank's premises, for total 50 officials in three batches and it must be included in the cost.
- vi. The bidder must create the EA artifacts for all the architecture domains (including but not limited to business, data, application and technology) for 1 business function/ area, such as Treasury, for approximately 2 to 3 months based on the inputs and artifacts provided by the Bank.
- vii. The bidder must ensure support for integration/ migration of existing data to the tool.
- viii. Upgrades / Changes, if any in Product / software to comply with Bank's IS policy.

**EALM Portal Development**

- i. The bidder shall develop and deploy the Enterprise Architecture Lifecycle Management (EALM) Portal based on the broad specifications mentioned in the technical and functional specifications.
- ii. The bidder should ensure that the EALM portal to provide features that is not supported by the EA tool.

- iii. Though EA tool may have all the described features, separate EALM portal is a must. EALM portal is being envisioned as a portal to be supporting the SBI E&TA team's foundational and operational activities beyond the boundaries of typical EA activities. The entry point to the EA tool through EALM portal is just one of the features envisioned. The portal is expected to be extensible to fit a typical IT team's activities as desired in the future.
- iv. The bidder must ensure that the EALM solution will be integrated with the EA tool so that single comprehensive solution for EA can be arrived. Any such integration should adhere to open standards so that flexibility of plugging to other EA tools is feasible.
- v. The bidder must provide training to the Bank staff through classroom and online mode.
- vi. The training should include but not limited to training for author/ creator, viewer, and any import/export/migration aspects.
- vii. The bidder must provide at least 5 days training, at Bank's premises, for total 50 officials in three batches and it must be included in the cost.
- viii. The bidder must ensure support for integration/ migration of existing data to the EALM Portal.
- ix. Upgrades / Changes, if any in Product / software to comply with Bank's IS policy.
- x. Post Implementation Support, KT, and Documentation to be handed over to the Bank, as and when desired by the Bank.

**Annexure-F**

**Indicative Commercial Bid**

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “**Indicative Commercial Bid for Procurement of \_\_\_\_\_**”.

**Name of the Bidder:**  
**Implementation & Support at Navi-Mumbai**

| #                                                                                                                                                                                                                                                                   | Item                                                                                                                                          | Quantity | Rate per Item | Total Quote (INR) | Proportion to Sub-Total 'Implementation & Support' (in %) # |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|-------------------|-------------------------------------------------------------|
| a.                                                                                                                                                                                                                                                                  | EA tool Perpetual License Fees<br>(100 Author/ Creator)<br>License fees is not payable for use in DR                                          |          |               |                   |                                                             |
| b.                                                                                                                                                                                                                                                                  | EA tool implementation                                                                                                                        |          |               |                   |                                                             |
| c.                                                                                                                                                                                                                                                                  | EALM portal development and deployment*<br><i>Considering the uniqueness of this product, companies can quote a zero cost (details below)</i> |          |               |                   |                                                             |
| <b>Sub-Total</b>                                                                                                                                                                                                                                                    |                                                                                                                                               |          |               |                   |                                                             |
| Comprehensive warranty for the EA Tool mentioned above shall be for 1 year from the date of delivery. Comprehensive warranty for the EALM Portal mentioned above shall be for 1 year from the go live date. Both of these warranties must be inclusive in the cost. |                                                                                                                                               |          |               |                   |                                                             |
| 1.                                                                                                                                                                                                                                                                  | ATS/ AMC charges for the EA Tool<br>(TCO will be arrived on basis of 5 years, paid annually)                                                  | per Year |               |                   |                                                             |
| 2.                                                                                                                                                                                                                                                                  | Maintenance charges for the EALM Portal<br>(TCO will be arrived on basis of 5 years, paid annually)                                           | per Year |               |                   |                                                             |
| <b>Sub-Total 'Implementation &amp; Support'</b>                                                                                                                                                                                                                     |                                                                                                                                               |          |               |                   |                                                             |

**Summary of indicative quote:**

| Item                                     | Total Quote (INR) | Proportion to Grand Total (in %age) # |
|------------------------------------------|-------------------|---------------------------------------|
| (a) Sub-Total 'Implementation & Support' |                   |                                       |
| <b>(B) Grand Total (B)**</b>             |                   |                                       |

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

*\*- costing model for EALM portal development: This is a product developed for SBI at Bank's expense therefore IPR belongs to the Bank. Since it is a unique product in the industry Bank can give IPR rights to the bidder (keeping restricted IPR with the Bank) quoting the zero cost for the EALM portal development. Restricted IPR here means that Bank reserves the perpetual right to modify and use the EALM portal and not to sell.*

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

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

**Post Implementation Changes and Maintenance**

| #                                                              | Item                                                        | Total Quote (INR) | Proportion to Sub-Total 'Post Implementation Changes and Maintenance' (in %age) # |
|----------------------------------------------------------------|-------------------------------------------------------------|-------------------|-----------------------------------------------------------------------------------|
| 1.                                                             | EA Tool integration/ implementation changes (per man-month) |                   |                                                                                   |
| 2.                                                             | EALM Portal enhancements (per man-month)                    |                   |                                                                                   |
| <b>Sub-Total 'Post Implementation Changes and Maintenance'</b> |                                                             |                   |                                                                                   |

**Breakup of Taxes and Duties**

| Sr. No. | Name of activity/Services                            | Tax 1               | Tax 2 | Tax 3 |
|---------|------------------------------------------------------|---------------------|-------|-------|
|         |                                                      | Mention Name of Tax |       |       |
| a.      | EA tool Perpetual License Fees (100 Author/ Creator) |                     |       |       |

Request For Proposal  
For Procurement, Installation, Setup, Maintenance  
And Training Of Enterprise Architecture (EA) Tools



| Sr. No.                                                                                                                               | Name of activity/Services                                                                                                                     | Tax 1               | Tax 2 | Tax 3 |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------|-------|
|                                                                                                                                       |                                                                                                                                               | Mention Name of Tax |       |       |
|                                                                                                                                       | License fees is not payable for use in DR                                                                                                     |                     |       |       |
| b.                                                                                                                                    | EA tool implementation                                                                                                                        |                     |       |       |
| c.                                                                                                                                    | EALM portal development and deployment*<br><i>Considering the uniqueness of this product, companies can quote a zero cost (details below)</i> |                     |       |       |
| <b>Sub-Total</b>                                                                                                                      |                                                                                                                                               |                     |       |       |
| Comprehensive warranty for the EA Tool and EALM Portal mentioned above for 1 year from the go live date must be inclusive in the cost |                                                                                                                                               |                     |       |       |
| 1.                                                                                                                                    | ATS/ AMC charges for the EA Tool<br>(TCO will be arrived on basis of 5 years, paid annually)                                                  |                     |       |       |
| 2.                                                                                                                                    | Maintenance charges for the EALM Portal<br>(TCO will be arrived on basis of 5 years, paid annually)                                           |                     |       |       |
| <b>Grand Total</b>                                                                                                                    |                                                                                                                                               |                     |       |       |

Bank will not pay any amount which is not quoted in above financial bid. There will be no additional payment for expenses, taxes, duties etc. There will be no additional payment to the bidder for anything related to movements / visits/ presentations / knowledge transfer by the bidder or its officials.

Signature

Seal of Company



**ANNEXURE-G**

**Undertaking of Authenticity**

To:  
Head (E&TA)  
State Bank of India  
2nd Floor, Kapas Bhavan  
SB GITC, Belapur  
Navi Mumbai 400614

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

**Ref: RFP No. SBI/ GITC/ Enterprise and Technology Architecture/2018/2019/531:: dated 06/11/2018**

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 equipment 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 authorized to sign Bid for and on behalf of



**MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:  
Head (E&TA)  
State Bank of India  
2nd Floor, Kapas Bhavan  
SB GITC, Belapur  
Navi Mumbai 400614

Dear Sir:

**Ref: RFP No. SBI/GITC/Enterprise and Technology Architecture/ 2018/  
2019/531:: dated 06/11/2018**

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 Bidder:

- (a) Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder 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 authorize 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  
PROCUREMENT, INSTALLATION, SETUP, MAINTENANCE AND TRAINING  
OF ENTERPRISE ARCHITECTURE (EA) TOOLS RFP NO. SBI/GITC/  
ENTERPRISE AND TECHNOLOGY ARCHITECTURE/2018/2019/531:: DATED  
06/11/2018**

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 to develop, implement and support ..... (Name of Software Solution/ Service) as are set out in the Request for Proposal SBI/GITC/Enterprise and Technology Architecture/2018/2019/531:: dated 06/11/2018

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

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

**4. NOW THIS GUARANTEE WITNESSETH THAT**

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

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

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force Upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein Upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

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

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



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

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

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Bidder**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support ..... (Name of Software Solution/ Service) (Hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI/GITC/Enterprise and Technology Architecture/2018/2019/531:: dated 06/11/2018

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

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

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of

its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.

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

Notwithstanding anything contained herein above:

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

Yours faithfully,

For and on behalf of Bank.

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

**ANNEXURE-K**

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

Date:

M/s.-----

-----

Sub: Certificate of commissioning of Solution

1. This is to certify that the Software Solution as detailed below has/have been successfully installed and commissioned (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

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

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

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

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

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

2. Details of specifications of Software Solution not yet commissioned and recoveries to be made on that account:

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

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

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

or

The Bidder 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 Software Solution/Services is given under Para No. 2.
6. The amount of recovery on account of failure of the Bidder 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 Bidder has adhered to the time schedule specified in the contract in providing the required Software Solution / Manuals pursuant to Technical Specifications.
- (b) The Bidder has supervised the commissioning of the Software Solution in time i.e., within the period specified in the contract from the date of intimation by the Bank in respect of the installation of the Software Solution.
- (c) Training of personnel has been done by the Bidder as specified in the Contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Software Solution having been delayed on account of the Bidder, the extent of delay should always be mentioned.

**ANNEXURE-L**

**NON-DISCLOSURE AGREEMENT**

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

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

And

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

And Whereas

1. \_\_\_\_\_ is carrying on business of  
providing \_\_\_\_\_, has agreed to  
\_\_\_\_\_ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need  
to disclose certain valuable confidential information to each other. Therefore, in  
consideration of covenants and agreements contained herein for the mutual  
disclosure of confidential information to each other, and intending to be legally  
bound, the parties agree to terms and conditions as set out hereunder.

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

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

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

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

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

## 2. **Restrictions**

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



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

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

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

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Financial liability for actual, consequential or incidental damages
  - d. Termination of contract

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

#### 4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_

(Month)

(Place)

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

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

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

Request For Proposal  
For Procurement, Installation, Setup, Maintenance  
And Training Of Enterprise Architecture (EA) Tools



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

**ANNEXURE-M**

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

| Bidder Name | Sl. No | RFP Page No | RFP Clause No. | Existing Clause | Query/Suggestions |
|-------------|--------|-------------|----------------|-----------------|-------------------|
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |

**ANNEXURE-N**

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

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made

on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its ----- Department / Office at -----,-----, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by

Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

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

**1. Commitments of the BUYER**

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



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

## **2. Commitments of BIDDERS**

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

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

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

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

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

### **3. Previous Transgression**

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

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

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

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

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

## **5. Sanctions for Violations**

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

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

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

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

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

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

## **6 Fall Clause**

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

## **7. Independent Monitors**

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

SHRI JOHNY JOSEPH  
IAS (Retd.)  
701/702, Callalily-Y,  
Nagar Amrit Shakti,  
Chandivali, Andheri (East),  
Mumbai – 400072  
Email - [johnyjoseph49@gmail.com](mailto:johnyjoseph49@gmail.com)

SHRI K. CHANDRAHAS  
IRS (Retd)  
G-1, Reliance Homes,  
8-2-547/R, Road No. 7,  
Banjara Hills,  
Hyderabad – 500034  
Email - [kchandrahas@yahoo.com](mailto:kchandrahas@yahoo.com)

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of

meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

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

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

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



## 9. Law and Place of Jurisdiction

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

## 10. Other Legal Actions

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

## 11. Validity

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

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

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

For BUYER

For BIDDER

Name of the Officer.

Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India.

Witness

Witness

1

1.

2

2.

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



foreign suppliers.

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

**ANNEXURE-O**

**Penalties**

1. Delivery and installation of all product(s) as per Bank's requirement should be within 4 weeks from date of placing of order. In the event of the any or all product(s) not being delivered, installed, tested and commissioned within a period of 6 weeks from date of Purchase Order, a penalty of one (1) percent of the total cost of product(s) for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of product(s) will be charged to bidder. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and deployment of the product(s).
2. The Bidder warrants that the product(s) 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 Bidder further warrants that all the Product(s) supplied under this Contract shall have no defect, arising from design or from any act of omission of the Bidder that may develop under normal use of the supplied product(s) in the conditions prevailing in India.
3. 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.
4. The Bidder shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Bidder, these guarantees are not attained in whole or in part the Bidder shall make such changes, modifications and / or additions to the Product(s) 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.
5. Comprehensive warranty/ AMC: The warranty / AMC would be comprehensive in nature and back to back support from the OEM. The bidder will warrant the product(s) against defects arising out of faulty design, materials and media workmanship etc. The bidder will provide support for other preinstalled software components during the warranty period of the product(s). Comprehensive warranty for the EA Tool shall be for 1 year from the date of delivery.
6. Comprehensive warranty for the EALM Portal shall be for 1 year from the go live date.
7. During the term of the contract, the BIDDER will maintain the product(s) 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 system software supplied by the bidder will provide these services.

- b) The Bidder shall rectify any defects, faults and failures in the product(s) and shall fix/ resolve it 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 product(s) could not be repaired or rectified during the said period, the engineers of the BIDDER are required to accomplish their duties beyond the said schedules in case of any situation if it warrants.
- c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Bidder's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed SLA defined in this RFP.
- d) The BIDDER shall ensure that faults and failures intimated by Bank as above are set right within SLA defined in this RFP, of being informed of the same. In any case the product(s) should be made workable and available not later than the Next Business Day.
- e) The BIDDER shall ensure that the full configuration of the product(s) is available to the BANK in proper working condition with the SLA defined in this RFP.
- f) Penalties for defined SLA, mentioned in this RFP, shall be as under;

| S. No. | SLA Response Time | Penalty amount                     | Cap                        |
|--------|-------------------|------------------------------------|----------------------------|
| 1.     | up to eight hours | No Penalty                         |                            |
| 2.     | > eight hours     | Rs. 10,000 Per day or part thereof | 20% of total project cost. |

- g) The BIDDER shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the product(s), as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- h) **Preventive maintenance:** the BIDDER shall conduct Preventive Maintenance (including but not limited to inspection, testing, and satisfactory execution of all diagnostics of the product) 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 BIDDER recognizes Bank's operational needs and agrees that Bank shall have the right to require the BIDDER to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

- i) All engineering changes generally adopted hereafter by the BIDDER for product(s) similar to that covered by this AGREEMENT, shall be made to the product(s) at no cost to the Bank.
  - j) Qualified maintenance engineers totally familiar with the product(s) shall perform all maintenance service described herein.
- 7. The BIDDER's maintenance personnel shall, be given access to the product(s) when necessary, for purpose of performing the maintenance services indicated in this agreement.
- 8. However if Bank desires to shift the product(s) to a new site and install it thereof urgently, the BIDDER shall be informed of the same immediately. The BIDDER 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 BIDDER.
- 9. 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.
- 10. If, in any month, the BIDDER 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 BIDDER was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the BIDDER shall refund the amount forthwith to Bank on demand by Bank.
- 11. On account of any negligence, commission or omission by the engineers of the BIDDER and if any loss or damage caused to the product(s), the BIDDER shall indemnify/pay/reimburse the loss suffered by the BANK.
- 12. **Future additions of Hardware / Software:**
  - 12.1 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 bidder.
    - c) Expand the capacity / enhance the features / upgrade the software supplied, either from the bidder, or another bidder, or developed in-house.

Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the BIDDER cost of performing maintenance service.

- 12.2 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 bidder, would not unreasonably assume that the causes lie with those components / software not acquired from them.
13. 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 bidder. 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 bidder is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 20)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

**ANNEXURE-P**

**Service Level Agreement**

This agreement ("Agreement") is made at..... (Place) on this -----  
day of \_\_\_\_\_ 2018.

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  
its.....,<sup>1</sup> hereinafter referred to  
as "**the Bank**" (which expression shall, unless it be repugnant to the context or  
meaning thereof, be deemed to mean and include its successors in title and  
assigns) of the First Part:

AND

.....<sup>2a</sup>  
private/public limited company/LLP/Firm ~~<strike off whichever is not  
applicable>~~ incorporated under the provisions of the Companies Act, 1956/  
Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off  
whichever is not applicable>~~, having its registered office at  
..... hereinafter referred to as "**Service Provider/ Bidder**",  
which expression shall mean to include its successors in title and permitted  
assigns of the Second Part:

WHEREAS

A. "The Bank" is carrying on business in banking in India and overseas and is  
desirous to avail services for .....<sup>3</sup>, and

.....<sup>4</sup>, and

B. Service Provider in the business of providing  
.....<sup>5</sup>, and has agreed to supply \_\_\_\_\_

<sup>1</sup>Name & Complete Address of the Dept.

<sup>2</sup>Name & Complete Address ( REGISTERED OFFICE) of the service Provider,

<sup>3</sup>Purpose of the Agreement

<sup>4</sup>Any other connected purpose or details of RFP floated by the Bank

(Software) and/or providing the Services as mentioned in Request for Proposal (RFP) No. .... dated ..... issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

**State Bank of India  
Provider**

.....**Service**

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

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

WITNESS:

1.

1.

2.

2.

1. Service Provider undertakes and warrants to provide technical support (if needed through OEM) for the **EA Tool** and **EALM Portal** with a response time of **maximum 8 hours**.
2. **Warranty, AMC and Support**
  - a) Fixes for bugs identified during the period of contract will have to be extended free of cost to the Bank.
  - b) The Bidder should have back to back technical support from the OEM.
  - c) The Bidder will warrant all the software against defects arising out of faulty design, workmanship etc. throughout the contract period.
  - d) Availability of technical expertise and SMEs to extend continuous support to the on-site team.
  - e) The Bidder should be able to implement the suggested solution in partnership with multiple system integrators of Bank.
  - f) The Bidder will be responsible to manage day-to-day operations, system administration & maintenance, database administration, backup and recovery, system support, troubleshooting, technical support, patching, configuration, deployment, change & release management and Support (L1, L2 & L3) and DR & BCP activities for the period defined by the Bank.
  - g) In case the entire platform is unavailable because of Critical bug / deficiency in application, necessary technical resource (SME) may have to travel for onsite resolution.
  - h) The on-site team of the Bidder should be able to support switch over to and resume operations from an alternate site with minimum downtime.

---

<sup>5</sup>Brief mentioning of service providers experience in providing the services required by the Bank.



### 3. Terms and Conditions

- a) The Bidder should provide details on Company's letter head about past/present litigations, disputes, if any. Adverse litigations could result in disqualification, at the sole discretion of the Bank.
- b) The Bidder should specifically confirm on their letter head agree to the terms and conditions of Service Level Agreement (format mentioned above), should they become TC1 in the reverse auction to execute a contract with the Bank.
- c) Bidder agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- d) All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service provider) and used for customized Software developments shall be the exclusive property of the Bank.
- e) The Intellectual Property Rights on the Software Code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Bidder shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this Agreement.